

PW15051

AS-NEEDED ENVIRONMENTAL ASSESSMENT, REMEDIATION,
AND COMPLIANCE SERVICES

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this 31st day of January, 2017.

BY AND BETWEEN

COUNTY OF LOS ANGELES, State of California,
hereinafter referred to as County,

AND

BURNS & MCDONNELL
hereinafter referred to as Consultant,

The parties hereto do mutually agree as follows:

1. Definition

County means either County; County, as agent for such joint powers authority or nonprofit corporation as may be involved in the issuance of bonds, certificates of participation, or other evidences of indebtedness to finance the work contemplated herein; or said joint powers authority or nonprofit corporation.

2. Consultant's Services

The scope of work shall be as outlined in the Attachment dated November 1, 2016. Consultant's proposal is incorporated herein as a part of this Contract. In the event that any conflict or inconsistency between this Contract and Consultant's proposal are found, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and the attachments to the Contract.

No work shall commence on this project until a written Notice to Proceed is issued by County. County does not guarantee or promise that any work will be assigned to Consultant under this contract until a written Notice to Proceed is issued by the County. Consultant is also referred herein as Contractor.

3. Consideration

In consideration of the performance by Consultant in a manner satisfactory to County of the services described in Paragraph 2 above, including receipt and acceptance of such work by Director of the County of Los Angeles Department of Public Works (hereinafter

called Director), County agrees to pay Consultant an annual-aggregate not-to-exceed program amount of Twelve Million Five Hundred Thousand Dollars (\$12,500,000) in the manner set forth immediately below and according to the Schedule of Prices attached to this Agreement as Attachment 3. County does not guarantee any work or services of any specific monetary amount under this Contract.

Consultant shall invoice County upon the completion of tasks, subtasks, deliverables, and other additional services specified in this Agreement, Scope of Work, and any change orders, as applicable, and which have been approved in writing by the County.

- a. Payments for the work accomplished shall be made upon verification and acceptance of such work by Director, as stated in the Attachment dated November 1, 2016, up to an annual-aggregate not-to-exceed program amount of \$12,500,000. Invoices shall be accompanied by an analysis of work completed for the invoice period. This analysis shall be prepared in a format satisfactory to Director.
- b. At the sole discretion of the Director, or his/her designee, the annual-aggregate not-to-exceed program amount may be supplemented by up to \$75,000, per amendment, based on workload requirements. The aggregate amount of such amendments shall not exceed 25 percent of the original annual-aggregate program amount. The amendment shall be executed in accordance with Paragraph 49 Supplemental/Amendment. Work will be based on Consultant's fee schedule attached to this Agreement as Attachment 3.
- c. Consultant shall not proceed with additional services not set forth in the scope of work or perform services outside the Contract Term without an amendment to this Agreement as set forth in Paragraph 49. Consultant will not be paid for any expenditure beyond the Contract amount stipulated without an amendment to this Agreement.
- d. No Payment for Services Provided Following Expiration/Termination of Agreement: Consultant shall have no claim against County for payment for any money or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or other termination of this Agreement. Should Consultant receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Consultant. This provision shall survive the expiration or other termination of this Agreement.
- e. If requested by the Consultant, the contract hourly amount may, at the sole discretion of the County, be increased at the time of contract renewal, if exercised by the County, based on the most recently published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the

Los Angeles-Riverside-Orange County Area for the 12-month period preceding the contract renewal date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Upon approval of a COLA, a notification will be sent to the Consultant.

- f. Consultant will notify County when Contract amount has been incurred up to 75% of the Contract total.

4. Equipment and Supplies

Consultant agrees to furnish all necessary equipment and supplies used in the performance of the aforementioned services at Consultant's sole cost and expense.

5. County's Responsibility

County will make available drawings, specifications, and other records as available in County Department of Public Works' file. Notwithstanding the foregoing, County does not represent the accuracy of the content of said materials.

6. County's Representative

Director or Director's authorized representative, shall represent County in all matters pertaining to the services to be rendered pursuant to this Agreement.

7. Term

- a. The term of this Agreement shall be for a period of one year commencing on the date of the full execution of the contract. At the sole discretion of the County, this Agreement may be extended for four additional one-year terms, not to exceed a total contract period of five years. No work will proceed until a Notice to Proceed is issued by the County.
- b. The Consultant shall notify Public Works when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Consultant shall send written notification to Public Works at the address herein provided in Notices Paragraph.
- c. If the County authorizes the Consultant in writing to perform services on a given project prior to the stated expiration date, but thereafter such services are not completed by the stated expiration date, then the expiration of the Agreement shall

be automatically extended solely to allow for the completion of such services. County may authorize unforeseen additional services and extend the contract expiration date as necessary to complete those services when the unforeseen additional services are directly related to the initial scope of work and are necessary for the completion of a given project.

8. Assignment and Delegation

- a. Consultant shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Consultant may have against County.
- b. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.
- c. Any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

9. Authorization Warranty

The Consultant represents and warrants that the person executing this Contract for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Contract and that all requirements of the Consultant have been fulfilled to provide such actual authority.

10. Budget Reductions

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County

Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Consultant under this Contract shall also be reduced correspondingly. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Consultant shall continue to provide all of the services set forth in this Contract.

11. Compliance with Applicable Law

- a. In the performance of this Contract, Consultant shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- b. Consultant shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Consultant, its officers, employees, agents, or subconsultants, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Consultant's indemnification obligations under this Paragraph shall be conducted by Consultant and performed by counsel selected by Consultant and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Consultant fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Consultant for all such costs and expenses incurred by County in doing so. Consultant shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

12. Compliance with Civil Rights Laws

The Consultant hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Consultant shall comply with Consultant's EEO Certification.

13. Compliance with Jury Service Program

This Contract is subject to provisions of the County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, incorporated by reference and made a part of this Agreement.

- a. Unless Consultant, also referred herein as Contractor, has demonstrated to the County's satisfaction either that Contractor is not a Contractor as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Consultant shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- b. For purposes of this Section, Contractor means a person, partnership, corporation or other entity which has a Contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Contracts or subcontracts. Employee means any California resident who is a full-time employee of Contractor. Full-time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Section shall be inserted into any such subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.
- c. If Consultant is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its exception status from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of Contractor or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain

outside the Jury Service Program's definition of Contractor and/or that Contractor continues to qualify for an exception to the Program.

- d. Contractor's violation of this Paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Contractor and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

14. Confidentiality

Consultant shall maintain the confidentiality of all records and information, proprietary information, software codes, trade secrets, confidential information, etc., whether of County or third parties, in accordance with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

Consultant shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Consultant, its officers, employees, agents, or subconsultants, to comply with this Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Consultant's indemnification obligations under this Paragraph shall be conducted by Consultant and performed by counsel selected by Consultant and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Consultant fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Consultant for all such costs and expenses incurred by County in doing so. Consultant shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

15. Conflict of Interest

No County employee in a position to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Consultant herein, or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that it is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph shall be a material breach of this Agreement.

16. Consideration of Hiring County Employees Targeted for Layoff/or Re-Employment List

Should the Consultant require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

17. Consideration of Hiring GAIN/GROW Program Participants

Should the Consultant require additional or replacement personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. Consultant shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

18. Background and Security Investigations

- a. Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the

expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

- b. If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- c. County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- d. Disqualification of any member of Contractor's staff pursuant to this Paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

19. Consultant Responsibility and Debarment

- a. A responsible Consultant is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors. Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.
- b. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County Contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.
- c. The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a Contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates

a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

- d. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- e. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- f. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- g. If the Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- h. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

i. These terms shall also apply to subcontractors of County Contractors.

20. Consultant's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law and Notice to Employees Regarding the Safely Surrendered Baby Law

The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Subconsultants, if any, to post this poster in a prominent position in the Subconsultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

The Consultant shall notify and provide to its employees, and shall require each Subconsultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

21. Contractor's Warranty of Adherence to County's Child Support Compliance Program

Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through Contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

Failure of Contractor to maintain compliance with these requirements shall constitute a default by Contractor under this Contract.

22. County's Quality Assurance Plan

County, or its agent, will evaluate Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Consultant's compliance with all Contract terms and performance standards. Consultant deficiencies which County determines are severe or continuing, and that may place performance of the Agreement in jeopardy if not corrected, will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Consultant. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

23. County Rights

The County may employ, either during or after performance of this Contract, any right of recovery the County may have against the Consultant by any means it deems appropriate including, but not limited to, set-off, action at law or in equity, withholding, recoupment, or counterclaim. The rights and remedies of the County under this Contract are in addition to any right or remedy provided by California law.

24. Damage to County Facilities, Buildings or Grounds

- a. When applicable, the Consultant shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- b. If the Consultant fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

25. Employment Eligibility Verification

Consultant warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Consultant shall obtain, from all covered employees performing services hereunder, all verifications and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Consultant shall retain such

documentation for all covered employees for the period prescribed by law. Consultant shall indemnify, defend, and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Consultant or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

26. Facsimile/Electronic Representations

The County and the Consultant hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the amendments prepared, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to amendments to this Contract, such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of "original" versions of such documents.

27. Fair Labor Standards

Consultant shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Consultant's employees for which County may be found jointly or solely liable.

28. Force Majeure

- a. Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subconsultants), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph as "force majeure events").
- b. Notwithstanding the foregoing, a default by a subconsultant of Consultant shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Consultant and such subconsultant, and without any fault or negligence of either of them. In such case, Consultant shall not be liable for failure to perform, unless the goods or services to be furnished by the subconsultant were obtainable from other sources in sufficient time to permit Consultant to meet the required performance schedule. As used in this sub-

paragraph, the term "subconsultant" and "subconsultants" mean subconsultants at any tier.

- c. In the event Consultant's failure to perform arises out of a force majeure event, Consultant agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

29. Governing Law, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

30. Independent Consultant Status

This Agreement is by and between County of Los Angeles and Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant. Consultant understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of Consultant and not of County.

Consultant shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from, or connected with, services performed on behalf of Consultant pursuant to this Agreement.

31. Indemnification and Insurance

The Indemnification and Insurance Provisions are set forth in Attachment 2 of this Agreement.

32. Liquidated Damages

- a. If, in the judgment of the Director, or his/her designee, the Consultant is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Consultant's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Consultant from the County, will be forwarded to the Consultant by the Director, or his/her designee, in a written notice describing the reasons for said action.
- b. If the Director or his/her designee, determines that there are deficiencies in the performance of this Contract that the Director, or his/her designee, deems are correctable by the Consultant over a certain time span, the Director, or his/her designee, will provide a written notice to the Consultant to correct the deficiency within specified time frames. Should the Consultant fail to correct deficiencies within said time frame, the Director, or his/her designee, may: (a) Deduct from the Consultant's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Consultant to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, and that the Consultant shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Consultant; and/or (c) Upon giving five (5) days notice to the Consultant for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Consultant, will be deducted and forfeited from the payment to the Consultant from the County, as determined by the County.
- c. The action noted in this Paragraph shall not be construed as a penalty, but as adjustment of payment to the Consultant to recover the County cost due to the failure of the Consultant to complete or comply with the provisions of this Contract.
- d. This Paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in Paragraph b above, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

33. Most Favored Public Entity

If the Consultant's prices decline, or should the Consultant at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

34. Nondiscrimination and Affirmative Action

- a. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- b. The Consultant shall certify to, and comply with, the provisions of Consultant's EEO Certification.
- c. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- d. The Consultant certifies and agrees that it will deal with its subconsultants, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- e. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- f. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph when so requested by the County.
- g. If the County finds that any provisions of this Paragraph have been violated, such violation shall constitute a material breach of this Contract upon which the County

may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

- h. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

35. Non Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Contract shall not restrict Department from acquiring similar, equal or like goods and/or services from other entities or sources.

36. Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

37. Notice of Disputes

The Consultant shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Consultant regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director of Public Works, or his/her designee shall resolve it.

38. Notice to Employees Regarding the Federal Earned Income Credit

Consultant shall notify its employees, and shall require each subconsultant to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirement set forth in Internal Revenue Service Notice 1015.

39. Contractor CARD Track/Monitoring Database

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes,

including determining whether the County will exercise a contract term extension option.

40. Notices

Any notice required or desired to be given pursuant to this Agreement shall be given in writing and addressed as follows:

COUNTY

Department of Public Works
Contracts and Business Affairs Division
Contracts and Operations, 8th Floor
900 South Fremont Avenue
Alhambra, CA 91803
(626) 300-2325

CONSULTANT

Burns & McDonnell
One Pointe Drive, Suite 540
Brea, CA 92821
(714) 256-1595

The address for notice may be changed by giving notice pursuant to this paragraph.

41. Ownership of County Materials

- a. Consultant and County agree that all materials, including but not limited to, designs, specifications, techniques, plans, reports, deliverables, data, photographs, diagrams, maps, images, graphics, text, videos, advertising, software, source codes, website plans and designs, interactive media, drafts, working papers, outlines, sketches, summaries, edited and/or unedited versions of deliverables, and any other materials or information developed under this Agreement and any and all Intellectual Property rights to these materials, including any copyrights, trademarks, service marks, trade secrets, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof, are and/or shall be the sole property of County (hereafter collectively, "County Materials"). Consultant hereby assigns and transfers to County all Consultant's right, title and interest in and to all such County Materials developed under this Agreement.

Notwithstanding such County ownership in the County Materials, Consultant may retain possession of working papers and materials prepared by Consultant under this Contract. During and for a minimum of five years subsequent to the term of this Contract, County shall have the right to inspect any and all such working papers and materials, make copies thereof and use the working papers and materials and the information contained therein.

- b. Consultant shall execute all documents requested by County and shall perform all other acts requested by County to assign and transfer to, and vest in County, all Consultant's right, title and interest in and to the County Materials, including, but not limited to, any and all copyrights, trademarks, service marks, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof resulting from this Contract. County shall have the right to register all applicable copyrights, trademarks and patents in the name of the County of Los Angeles. Further, County shall have the right to assign, license, or otherwise transfer any and all County's rights, title and interest, including, but not limited to copyrights, trademarks, and patents, in and to the County Materials.
- c. Consultant represents and warrants that the County Materials prepared herein under this Agreement, are the original work of Consultant and do not infringe upon any Intellectual Property or proprietary rights of third parties. For those portions of the County Materials that are not the original work of Consultant, Consultant represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third parties to include such materials in the County Materials.

Consultant shall defend, indemnify and hold County harmless against any claims by third parties based on infringement of copyright, patent, trade secret, trademark, or any other claimed Intellectual Property or proprietary right, arising from County's use of County Materials created and/or prepared by Consultant. Consultant will also indemnify and defend at its sole expense, any action brought against County based on a claim that County Materials furnished hereunder by Consultant and used within the scope of this Agreement infringe any copyright, patent, trade secret, trademark, or any other claimed intellectual property or proprietary right of third parties, and Consultant will pay any costs, damages and attorney's fees incurred by County. County will notify Consultant promptly and in writing of any such action or claim and will permit Consultant to fully participate in the defense thereof.

- d. Consultant shall affix the following notice to all County Materials: "© Copyright 2016 (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Consultant shall affix such notice on the title page of all images, photographs, documents and writings, and otherwise as County may direct.
- e. County shall also have the sole right to control the preparation, modification, and revisions to, all acknowledgment and/or attribution language for all County Materials resulting from this Agreement. County will however, honor requests by Consultant seeking removal of all acknowledgment and/or attribution language relating to the Consultant, should Consultant no longer wish to receive attribution for its work on the County Materials.

- f. If directed to do so by County, Consultant will place the County name and County logo on County Materials developed under this Agreement. Consultant may not, however, use the County name and County logo on any other materials prepared or developed by Consultant that falls outside the scope of this Agreement.

42. Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Consultant and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

43. Prohibition from Participation in Future Solicitation(s)

Neither Consultant nor any subsidiary of or subcontractor to Consultant shall participate in any way in any future solicitation conducted by County that includes or is based upon any solicitation document that is developed as a result of the services rendered by Consultant under this Agreement. As this prohibition applies to subcontractors of the Consultant, Consultant shall notify any subcontractors providing services under this Agreement of this prohibition before they commence work under this Agreement. Any response to a solicitation submitted by Consultant or by any subsidiary of or subcontractor to Consultant in violation of this provision shall be rejected by County. This provision shall survive the expiration or other termination of this Agreement.

44. Public Records Act

- a. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Record Retention and Inspection/Audit Settlement Paragraph of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- b. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," the Consultant agrees to defend and indemnify the County from all

costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

45. Publicity

- a. The Consultant shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify its services and related clients to sustain itself, the County shall not inhibit the Consultant from publishing its role under this Contract within the following conditions:
 - i. The Consultant shall develop all publicity material in a professional manner; and
 - ii. During the term of this Contract, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.
- b. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph shall apply.

46. Record Retention and Inspection/Audit Settlement

The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- a. In the event that an audit of the Consultant is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of

such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

- b. Failure on the part of the Consultant to comply with any of the provisions of this Paragraph shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- c. If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Consultant regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

47. Recycled Bond Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Contract.

48. Subcontracting

- a. The requirements of this Contract may not be subcontracted by the Consultant without the advance approval of the County. Subconsultants listed in the Consultant's Proposals are approved by County, unless otherwise indicated by County. Any attempt by the Consultant to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- b. If the Consultant desires to subcontract, the Consultant shall provide the following information promptly at the County's request.
 - A description of the work to be performed by the Subconsultant;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.

- c. The Consultant shall indemnify and hold the County harmless with respect to the activities of each and every Subconsultant in the same manner and to the same degree as if such Subconsultant(s) were the Consultant employees.
- d. The County does not have contractual privity with the subconsultant. The Consultant shall remain fully responsible for all performances required of it under this Contract, including those that the Consultant has determined to subcontract. Consultant shall remain fully responsible for services rendered by any subconsultant pursuant to a subcontract between the Consultant and subconsultant.
- e. The Consultant shall be solely liable and responsible for all payments or other compensation to all Subconsultants and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- f. The Consultant shall obtain certificates of insurance, which establish that the Subconsultant maintains all the programs of insurance required by the County from each approved Subconsultant. The Consultant shall ensure delivery of all such documents to:

Department of Public Works
Contracts and Business Affairs Division
Contracts and Operations, 8th Floor
900 South Fremont Avenue
Alhambra, CA 91803
(626) 300-2325

before any Subconsultant employee may perform any work hereunder.

49. Supplemental/Amendment

- a. For any change which affects the scope of work, Term, Contract Sum, payments, or any term or condition included under this Contract, a Supplement or an Amendment shall be prepared and executed by the Consultant and by Director.
- b. The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, a Supplement or an Amendment to the Contract shall be prepared and executed by the Consultant and by the Director.
- c. The County, at its sole discretion, may authorize extensions of time as defined in Paragraph 7, Term. The Consultant agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, a Notice to the Consultant will be

prepared by County unless the term extension is applied automatically in accordance with Paragraph 7.c.

50. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of the Contractor to maintain compliance with the requirements set forth in Contractor's Warranty of Adherence to County's Child Support Compliance Program Paragraph, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

51. Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program.

Failure of Contractor to maintain compliance with the requirements set forth in "Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

52. Termination for Convenience

- a. This Contract may be terminated, in whole or in part, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Consultant specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than three (3) days after the notice is sent.
- b. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall 1) stop work under this Contract on the date and to the extent specified in such notice, and 2) complete performance of such part of the work as shall not have been terminated by such notice.
- c. All material including books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Contract shall be maintained by the Consultant in accordance with Record Retention and Inspection/Audit Settlement Paragraph.
- d. County shall not incur any liability to Consultant, other than payment for work already performed, up to the date of termination.

53. Termination for Default

- a. The County may, by written notice to the Consultant, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:
 - Consultant has materially breached this Contract; or
 - Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- b. In the event that the County terminates this Contract in whole or in part as provided in this Paragraph, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Consultant shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.
- c. Except with respect to defaults of any Subconsultant, the Consultant shall not be liable for any such excess costs of the type identified in above sub-paragraph if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant. If the failure to perform is caused by the default of a Subconsultant, and if such default arises out of causes beyond the control of both the Consultant and Subconsultant, and without the fault or negligence of either of them, the Consultant shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subconsultant were obtainable from other sources in sufficient time to permit the Consultant to meet the required performance schedule. As used in this Paragraph, the term "Subconsultant(s)" means Subconsultant(s) at any tier.
- d. If, after the County has given notice of termination under the provisions of this Paragraph, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph, or that the default was excusable under the provisions of Paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Termination for

Convenience Paragraph.

- e. The rights and remedies of the County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

54. Termination for Improper Consideration

County may, by written notice to Consultant, immediately terminate the right of Consultant to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Consultant, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement or the making of any determinations with respect to Consultant's performance pursuant to the agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

Consultant shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

55. Termination for Insolvency

- a. The County may terminate this Contract forthwith in the event of the occurrence of any of the following: 1) Insolvency of the Consultant. The Consultant shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code; 2) The filing of a voluntary or involuntary petition regarding the Consultant under the Federal Bankruptcy Code; 3) The appointment of a Receiver or Trustee for the Consultant; or 4) The execution by the Consultant of a general assignment for the benefit of creditors.
- b. The rights and remedies of the County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

56. Termination for Non-Adherence of County Lobbyist Ordinance

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

57. Termination For Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

58. Time Off for Voting

The Consultant shall notify its employees, and shall require each subconsultant to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Consultant and subconsultants shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

59. Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter. 2.206.

60. Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

61. Waiver

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

62. Warranty Against Contingent Fees

- a. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
- b. For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

63. Prevailing Wage Requirements

This work includes prevailing wage and non-prevailing wage work.

a. Prevailing Wages

When applicable, the services provided in this Contract constitute "public works" as defined in California Labor Code 1720, and are therefore subject to payment of prevailing wages, compliance monitoring and enforcement by the Department of Industrial Relations (DIR).

The Director of the DIR has established the general prevailing rate of per diem wages for each craft, classification, type of worker, or mechanic needed to execute public works and improvements. The current general prevailing wage rate determinations are available at www.dir.ca.gov/dlsr/pwd/index.htm. The Contractor is required to pay its agents and employees the applicable, current prevailing wage rate and is responsible for selecting the classification of workers required to perform this service.

The Contractor agrees to comply with the provisions of Section 1775 of the California Labor Code relating to the payment of prevailing wages, the utilization of apprentices in accordance to LC 1777.5, and the assessment of penalties determined by the California Labor Commissioner. Pursuant to Section 1773.2 of the California Labor Code, copies of the prevailing rate of per diem wages are on file at the County Department of Public Works, Construction Division, and will be

made available for inspection by request to the Contract Administrator. Future effective wage rates will be on file with the Department of Industrial Relations. The new wage rates shall become effective on the day following the expiration date of the current determinations and apply to the Contract in the same manner as if they had been included or referenced in the Contract.

b. Work Records

The Contractor shall comply with the requirements of Section 1812 of the Labor Code. The Contractor shall maintain an accurate written record of all employees working on the project each calendar day. The record shall include each employee's name, Social Security number, job classification, and the actual number of hours worked.

c. Posting of Notices

The Contractor shall comply with the provisions of Section 1773.2 of the Labor Code. The Contractor shall post a copy of the prevailing wage rates at the worksite and comply with applicable law including posting of jobsite notices required by 8 California Code Reg. §16451(d):

"This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the execution of the Contract for public work and to all contractors and other persons having access to the jobsite to enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.

The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate jobsite posting of minimum prevailing rates required to be maintained by the public entity, which awarded the public works Contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).

Local Office Telephone Number:

*Division of Labor Standards Enforcement Office
320 West Fourth Street, Suite 450
Los Angeles, CA 90013
(213) 620-6330*

Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the

completion of the project that the CMU may take legal action against those responsible.

Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 hours per day or 40 hours per week, etc.) as well as the name of the employer, the public entity which awarded the public works Contract, and the location and name of the project.

For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the Department of Industrial Relations website found at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>."

d. Certified Payroll Records

The Contractor shall comply with the requirements of Section 1776 of the Labor Code. Contractor and Subcontractors, if any, must furnish certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner.

- e. When requested by the County, electronic certified payroll records must be submitted to the County, through an online system designated by the County.

64. Mental Health Services for Critical Incidents

In the event of a serious accident on the Project site, the Los Angeles County Department of Mental Health (DMH) will, if requested, respond. The response may be within a few hours or as long as a few days after the incident, depending on when the request was made. The services DMH will provide include crisis intervention, normalization of the stress response that survivors may be experiencing, stress management techniques and resources if the stress reactions increase in frequency or intensity. Requests for services may be made by calling the DMH Emergency Outreach Bureau Deputy Director, (213) 738-4924, during normal business hours or the ACCESS Center, (800) 854-7771, evenings, holidays, and weekends.

65. Local Small Business Enterprise Utilization: When requested by the County, the Consultant shall provide to the County via methods specified by the County, such as submission of electronic live (or dynamic) data on invoices for the prime and all subcontractors using County-designated third party software system or to a County approved website, or other means of submitting expenditure information on subconsultants, including but not limited to the following information: the name, business address and telephone number/email address of each subconsultant.

In addition, the Consultant shall be required to provide each of the specified subconsultant's Local Small Business Enterprise (SBE), Disabled Veterans Enterprise

(DBVE), and Social Enterprise status (i.e., whether any of the listed subcontractors are Local SBE's) and the proposed monetary amount of the work the subconsultant will perform on each Notice to Proceed. At the time of submittal of each invoice, the consultant shall indicate, via methods specified by the County, the actual dollar amounts paid to each listed subconsultant who performed work on the project. The subconsultant may be requested to confirm receipt of the actual payment to the subconsultant by the prime.

The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure to the Contractor to comply with this Article. The parties will agree that under the current circumstances a reasonable estimate of such damages is specified in this Consultant Services Agreement, Paragraph 32, Liquidated Damages, and that the Consultant shall be liable to the County for said amount.

If in the judgment of the Director, or his/her designee, the Consultant is deemed to be in non-compliance with the terms and obligations, the Director or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided in the Consultant Services Agreement, may deduct and withhold liquidated damages from County's final payment to the Consultant.

66. Compliance with County's Zero Tolerance Human Trafficking

Consultant acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting consultants from engaging in human trafficking.

If a Consultant or member of Consultant's staff is convicted of a human trafficking offense, the County shall require that the Consultant or member of Consultant's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Consultant's staff pursuant to this paragraph shall not relieve Consultant of its obligation to complete all work in accordance with the terms and conditions of this Contract.

67. Entire Agreement

This Contract constitutes the entire Agreement between County and Consultant and may be modified only by further written Agreement between the parties hereto.

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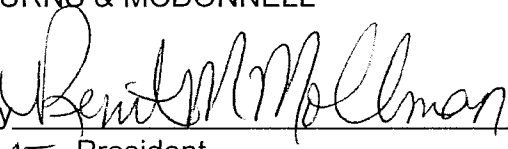
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IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of the Department of Public Works, and the Consultant has hereunto subscribed its corporate name and affixed its corporate seal by its duly authorized officers the day, month, and year herein first above written.

COUNTY OF LOS ANGELES

By 
Deputy Director
Department of Public Works

BURNS & MCDONNELL

By 
VICE President

By 
Secretary

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By 
Deputy County Counsel





**CERTIFICATE OF ASSISTANT SECRETARY
OF
BURNS & MCDONNELL ENGINEERING COMPANY, INC.**

I, Keri L. Cowley, Assistant Secretary and keeper of the records and corporate seal of Burns & McDonnell Engineering Company, Inc. (the "Company"), a corporation organized and existing under the laws of the State of Missouri, certify as to the following:

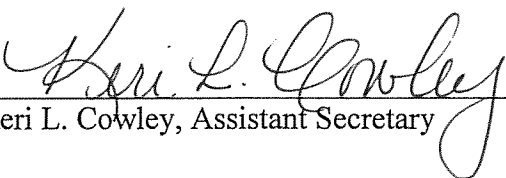
That Renita M. Mollman is Vice President of the Company, having first been elected as an Officer of the Company on January 23, 2011, and has been continually elected as an Officer of the Company each year following; and

That pursuant to the authority granted by the Board of Directors, and as reflected in the records of the Company, Renita M. Mollman, Vice President, is authorized to sign proposals, contracts, and related documents in connection with providing construction, architectural, engineering, and related services by the Company.

IN WITNESS WHEREOF, the undersigned has executed this certificate on behalf of Burns & McDonnell Engineering Company, Inc. on the 15th day of November, 2016.

BURNS & MCDONNELL ENGINEERING
COMPANY, INC.




Keri L. Cowley, Assistant Secretary

ACKNOWLEDGMENT

State of California

County of Orange

On November 11, 2016 before me, Cristina Granados, Notary Public
(insert name and title of the officer)

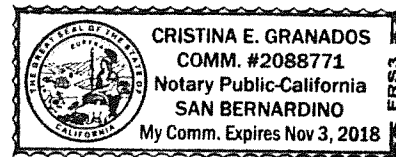
personally appeared Renita Mollman, Vice President,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)



ACKNOWLEDGMENT

State of California

County of Orange

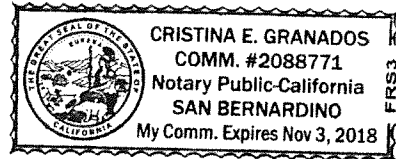
On Nov. 11, 2016 before me, Cristina Granados, Notary Public
(insert name and title of the officer)

personally appeared Elizabeth Hall, Secretary,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in
~~his~~/her/their authorized capacity(ies), and that by ~~his~~/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)



November 1, 2016

ATTACHMENT 1
**AS-NEEDED ENVIRONMENTAL ASSESSMENT, REMEDIATION,
AND COMPLIANCE SERVICES**
BURNS & MCDONNELL

The services to be rendered by the Consultant shall include all services and provisions as described in the County's Request for Proposals dated November 24, 2015, all Notice to Proposers, and the Consultant's proposal dated January 12, 2016, except to the extent they are inconsistent with this attachment and the terms of this Agreement. Consultant's work shall consist of all such services as are customarily rendered when providing as-needed environmental assessment, remediation, and compliance services. The work shall include, but not be limited to, the following:

SCOPE OF SERVICES

1. Conduct Phase I Environmental Site Assessments (ESAs) and prepare reports presenting the findings, conclusions, and recommendations resulting from the assessments. Phase I ESAs and reports shall be compliant with current USEPA (including All Appropriate Inquiries: 40 CFR Part 312, November 1, 2005), ASTM (including E 1527-05 and E1527-13) standards, and ASTM E-2600-10 Vapor Encroachment Screening Standards or equivalent, as well as with other applicable standards and local, State, and Federal guidelines, and the County of Los Angeles Department of Public Works (Public Works) specifications.
2. Prepare Initial Studies (ISs), Environmental Impact Reports (EIRs) and Environmental Impact Statements (EISs), in compliance with the California Environmental Quality Act, and the National Environmental Policy Act, as well as in compliance with other applicable local, State, and Federal guidelines and standards, and Public Works specifications.
3. Conduct Preliminary Endangerment Assessments (PEAs) and prepare reports presenting the findings, conclusions, and recommendations resulting from the assessments. PEAs shall be compliant with DTSC and any other applicable standards; local, State, and Federal guidelines; and Public Works Specifications. Public Works may require Consultant's American Board of Industrial Hygiene Certified Industrial Hygienist (CIH) and/or Diplomate of the American Board of Toxicology (DABT) to prepare and sign PEAs.
4. Conduct Phase II ESAs and prepare reports presenting the findings, conclusions, and recommendations resulting from the assessments. Phase II ESAs, underground storage tank (UST) release investigations, work plans, groundwater

monitoring reports, consultant's Health and Safety Plan (HSPs), and all related reports shall be compliant with current USEPA, CFR, and ASTM guidelines and standards. Phase II ESAs, reports, and plans shall also fulfill the requirements and guidelines of applicable local, State, and Federal regulators, as well as any Public Works specifications. Public Works may require consultant's HSPs to be signed by the Consultant's CIH.

5. Conduct Risk Assessment Analyses (RAAs)/Health Risk Assessments (HRAs) and prepare reports presenting the findings, conclusions, and recommendations resulting from the analyses. The RAAs/HRAs shall be compliant with USEPA and any other applicable local, State, and Federal guidelines and regulations, and Public Works specifications. Public Works may require Consultant's CIH and/or DABT to prepare and sign the RAAs/HRAs.
6. Conduct Phase III environmental site remedial activities and prepare reports presenting the findings, conclusions, and recommendations resulting from the remedial activities. Remediation reports, as well as UST removal and closure reports, remedial action plans, pilot test reports, technical reports, consultant HSPs, and site closure reports, shall be compliant with USEPA, CFR, and ASTM guidelines and standards and fulfill the requirements and follow the guidelines of applicable local, State, and Federal regulators, as well as any Public Works specifications. Consultant HSPs shall be approved and signed by Consultant's CIH. Remedial excavation designs may require approvals from a California Professional Civil Engineer and Certified compaction reports may be required for backfilling of remedial excavations.
7. Collect, analyze, characterize, and profile soil, groundwater, and other substance and material samples in accordance with ASTM and USEPA standards and local, State, and Federal guidelines. Sampling and analytical testing procedures shall follow proper Chain-of-Custody protocols and satisfy Public Works and contract laboratory requirements. All Consultant contract laboratories shall be State-certified Environmental Laboratories and shall be pre-approved by Public Works.
8. Public Works will review and approve the waste transporter provider, waste disposal method, waste disposal contractor, and the waste disposal facility proposed by the Consultant for processing hazardous and non-hazardous soil, water, free-product, and other waste materials generated from environmental and construction projects. Public Works may dictate that the Consultant use a specific waste disposal transporter, waste disposal method, and/or waste disposal contractor/facility. Public Works will generally require that all soil, water, free-product, and other wastes be recycled/treated and not landfilled, unless the waste composition/contamination precludes recycling/treatment. All hazardous/non-hazardous waste manifests are only to be signed by authorized Public Works personnel.

9. Prepare HSPs for Public Works personnel working on Public Works projects. HSPs shall be approved and signed by the Consultant's CIH. HSPs shall be compliant with OSHA requirements set forth in 29 CFR 1910, as well as any other applicable local, State, or Federal requirements. Public Works may supply a draft HSP that is to be reviewed, modified, and signed by the Consultant's CIH.
10. Prepare, submit, and process applications, reports, and other documents as required to obtain permits related to environmental projects or associated construction projects. These permits may include, but are not limited to, NPDES, AQMD, WDR, UST, encroachment, access, temporary construction, drilling, excavation, utility, and well construction/destruction permits. Permits may require the Consultant to perform monthly and final regulatory submittals, regulatory notifications, record keeping, and other procedures. The Consultant may also be required to perform Dig Alert (Underground Service Alert) demarcations and notifications.
11. Provide air monitoring and record keeping as required by AQMD Rule 1166, and as requested by Public Works specifications.
12. Conduct comprehensive hazardous building materials property-condition surveys of County facilities and other facilities that interest the County where renovation or demolition activities may take place. For these facilities, develop comprehensive hazardous-materials abatement plans that establish requirements and provide scopes of work for performing the abatements, and provide estimated quantities of hazardous materials, abatement cost estimates, and recommendations for managing abatement wastes. The survey shall be managed by appropriately experienced, certified and/or licensed professionals. Substances that may be tested by the consultant's State-certified Analytical Laboratory may include, but are not limited to, asbestos-containing materials, lead-based paint, PCB-containing light ballasts, florescent light tubes, tritium-based exit signs, mercury-based thermometers, and mold.
13. Provide services for abating asbestos-containing materials, lead-based paint, PCB-containing light ballasts, florescent light tubes, tritium-based exit signs, mercury-based thermometers, mold, and other hazardous building materials and related substances from County facilities. Services must be performed in accordance with a hazardous materials abatement plan, using qualified personnel employed by a licensed contractor, possessing all necessary licenses and permits, and providing all required regulatory notifications.
14. Provide services for County-owned fueling stations with either aboveground or underground fuel storage tanks, or both, at various Los Angeles County facilities. Services may include performing fuel system inspections, repairs, maintenance, and upgrades; performing tank integrity testing; preparing and submitting permit

applications and design drawings; preparing business plans; expediting permit issuances; responding to and correcting Notice of Violations (NOVs); and obtaining and uploading required information into the California Environmental Reporting System (CERS).

15. Process and submit reimbursement packages to the State of California Underground Storage Tank Cleanup Fund, including Geotracker data uploading.
16. Conduct hydrogeologic and hydrologic investigations that include percolation and infiltration rate tests, aquifer tests (including aquifer capacity tests, pump tests, and slug tests), and other appropriate analyses and testing. Design and assemble dewatering systems based upon the NPDES permit either acquired by Public Works or Consultant. Perform well and piezometer installations, rehabilitations, abandonments (including oil wells), and assessments.
17. Perform geophysical surveys for utility clearance, identifying natural geologic structures, and locating manmade items, such as buried drums, pipelines, and storage tanks. Perform electric well logging and borehole geophysics. Geophysical survey reports are to provide interpretations of subsurface conditions by utilizing colored cross-sections, 3-dimensional figures, and/or contour maps. A State of California Professional Geophysicist shall supervise all geophysical survey work and sign all reports and technical documentation.
18. Perform agronomic studies for identifying soil conditions necessary for proper special-purpose plant production or for soil conditions that are not conducive to specific plant growth.
19. Perform biological assessments to evaluate the conditions of waterbodies using surveys and other direct measurements of resident biological organisms (macroinvertebrates, fish, and plants). Perform preliminary jurisdictional assessments and delineations, such as for identifying established wetlands. Perform general habitat assessments. Provide resource agency permit processing and coordination with entities such as the California Department of Fish and Wildlife, U.S. Fish and Wildlife Service, U.S. Army Corps of Engineers, California Regional Water Quality Control Board, and the California Coastal Commission.
20. Provide consultation, advice, alternatives, and recommendations to Public Works regarding any environmental-, health-, or compliance-related concerns.
21. Provide project management and oversight of primary contract-hired or Public Works-hired contractors and subcontractors with regard to environmental, health, or compliance related activities.

22. Public Works reserves the right to utilize both in-house and Public Works-contracted drilling crews, construction crews, surveyors, and environmental laboratories outside of the Consultant's contract in conjunction with the requested Scope of Services.
23. Investigations, assessments, remedial actions, and related activities must be conducted by or under the direct supervision of the Consultant's State of California Professional Geologist. For projects involving hazardous building material assessments, toxicological or biological/agronomical studies, health and safety/industrial hygiene-related issues, or other related matters, supervision and document signatures should be performed by the respective, appropriately trained/certified, and experienced professionals. Reports, work plans, drawings, boring logs, collected data, and related documentation produced for Public Works projects must be approved and signed by the Consultant's State of California Professional Geologist. In some instances, Public Works may require the involvement and/or signature of a State of California Certified Engineering Geologist, State of California Certified Hydrogeologist, State of California Professional Geophysicist, State of California Professional Civil Engineer, State of California Professional Geotechnical Engineer, CIH, or DABT.
24. Consultant's State of California Professional Geologist, and other staff, will meet with Public Works staff to discuss the scope of work and cost estimates, may attend pre-construction and ongoing construction meetings, may attend health and safety meetings, may provide project progress reports, and provide information on other subjects related to projects, as frequently as Public Works deems necessary. At Public Works' request, Consultant's Professional Geologist, and other staff, may represent or assist Public Works in meetings with regulatory agencies, other agencies and districts, and with private and public organizations and groups.
25. Provide four full-colored hard copies and one full-colored electronic copy (in pdf format) of all project reports, HSPs, permit documents, data sets, analyses, work plans, and any other specified work products, to the Public Works project manager. The type and number of deliverables may be modified by Public Works on an individual project basis.

It is not expected that Consultant will be able to perform all of the services listed above. However, specialization in a majority of these services utilizing full-time, in-house licensed and/or certified professionals is required to meet Public Works' needs.

DELIVERABLES

Deliverables will vary and will be determined by Public Works for each project.

SCHEDULE

The term of this Agreement shall be for a period of one year commencing on the date of the full execution of the contract. At the sole discretion of the County, this Agreement may be extended for four additional one-year terms, not to exceed a total contract period of five years. No work will proceed until a Notice to Proceed is issued by the County.

If the County authorizes the Consultant in writing to perform services on a given project prior to the stated expiration date, but thereafter such services are not completed by the stated expiration date, then the expiration of the Agreement shall be automatically extended solely to allow for the completion of such services. County may authorize unforeseen additional services and extend the contract expiration date as necessary to complete those services when the unforeseen additional services are directly related to the initial scope of work and are necessary for the completion of a given project.

The consultant will be issued a Notice to Proceed by Public Works prior to the commencement of services for each particular project. The Consultant shall provide a schedule within five working days after the issue date of the project Notice to Proceed, or as directed by Public Works, indicating the start and completion dates of the anticipated work. Public Works may dictate the starting and completion dates for the project assigned to the Consultant.

Work shall be performed on an as-needed basis. Specified services shall be available on an as-needed basis.

COMPENSATION

Compensation will be negotiated for each particular project. Compensation for services shall be based on the percentage of tasks completed. In instances when project requirements extend beyond the original project-specific Scope of Work, any additional work shall be negotiated between Public Works and the Consultant prior to Public Works issuing a supplemental Notice to Proceed.

Public Works reserves the right to delete specific portions of any project-specific Scope of Work after the Notice to Proceed has been issued or to add tasks beyond the additional Scope of Work, which will require negotiation between Public Works and the Consultant for compensation.

Public Works will not pay a mark-up on hourly rates for the services of any subconsultants that were included in Consultant's original proposal. Public Works will not pay a mark-up on hourly rates for the services of any Consultant employee or

subconsultant that were included in Consultant's original proposal if the selected employee or subconsultant is no longer available at the time of selection to provide services during the duration of the Contract.

Consultant must have prior written permission from Public Works to use any subconsultants not included in Consultant's original proposal.

Public Works will not pay a mark-up on the reproduction of any reports, documents, plans, or any other specified work products generated from the services listed in the Scope of Services. Public Works will not pay a mark-up on any paid fees, such as permit fees, paid by the Consultant. Consultant shall not mark-up on material cost unless pre-approved by the County in writing.

The Consultant shall submit monthly invoices to Public Works for review and approval. Invoices shall conform to Public Works' Invoicing Instructions and shall not be submitted more than once per month per project. Each invoice shall provide copies of all supporting documentation, including but not limited to, time sheets, subconsultant invoices (including subconsultant's supporting documentation), permit payments, and purchase orders. Any mark-ups on subconsultant work shall be clearly stated. **Consultant and its subconsultant/subcontractor's mileage charges are not reimbursable, unless pre-approved by the County in writing.**

Along with the monthly invoice, the Consultant shall also submit the following documents on a monthly schedule: 1) an individual Invoice Summary for each project that lists all invoices and itemizes all charges to date; and 2) a combined Invoice Summary for all projects (ongoing and completed) that lists all invoices and itemizes all charges to date.

Consultant shall be paid on an hourly basis according to the job title and hourly rate of each employee performing the work as set forth in the Consultant's Schedule of Fees (ATTACHMENT 3).

Any related-work requested but not listed in the Schedule of Fees shall be negotiated by the County and the Consultant and may include an additional charge of up to 10%, at the sole discretion of the County only if pre-approved by the County.

INDEMNIFICATION AND INSURANCE PROVISION

I. INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

II. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in paragraphs II and III of this Attachment. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

A. Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or

self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be emailed to the Contract Administrator.

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

C. Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

D. Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

E. Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

F. Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

I. Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

J. Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

K. Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

L. Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

M. Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

N. County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

III. INSURANCE COVERAGE

A. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall

cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

C. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

E. Asbestos Liability or Contractor's Pollution Liability Insurance

If construction requires remediation of asbestos or pollutants or application or handling of pollutants, such insurance shall cover liability for personal injury and property damage arising from the release, discharge, escape, dispersal, or emission of asbestos or pollutants, whether gradual or sudden, and include coverage for the costs and expenses associated with voluntary clean-up, testing, monitoring, and treatment of asbestos in compliance with governmental mandate or requests. If the asbestos or pollutant will be removed from the construction site, asbestos or pollution liability is also required under the Contractor's of subcontractor's Automobile Liability insurance. Contractor shall maintain limits of not less than \$2 million per Occurrence/7 million Aggregate.

Attachment 3



AS-NEEDED ENVIRONMENTAL ASSESSMENT, REMEDIATION,
AND COMPLIANCE SERVICES
CONSULTANT SERVICES AGREEMENT
FEE SCHEDULE

<u>LABOR CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$ 247.50
Professional Geologist (CA registered)	\$ 181.50
Professional Civil Engineer (CA registered)	\$ 181.50
Certified Industrial Hygienist (CIH)	\$ 241.50
Certified Lead Inspector/Assessor (CA Certified)	\$ 66.00
Certified Lead Project Monitor (CA Certified)	\$ 66.00
Certified Lead Sampling Technician (CA Certified)	\$ 66.00
Certified Asbestos Consultant (CA Certified)	\$ 77.00
Certified Site Surveillance Technician (CA Certified)	\$ 66.00
Toxicologist (ABT-Certified)	\$ 275.00
Draftsperson with CADD experience	\$ 128.50
Clerical Staff	\$ 67.50
etc.*	

*Other Burns & McDonnell staff that do not necessarily fit into the above categories are listed in the following Schedule of Hourly Professional Service Billing Rates. Subconsultants and/or subcontractors rates attached.



NOTES

1. The following subconsultants, subcontractors, and labs are our project team members, as outlined in our original proposal dated January 12, 2016, namely, Coriolis Enterprises, Psomas, MARRS Services, RECON, Ninyo & Moore, SCST, Inc., Subsurface Surveys & Associates, A-Tech Consulting, Intrinsik Environmental Services, Dellavalle Labs, BC Labs, Performance Analytical Labs, ASSET Labs, Belshire Environmental Services, United Pumping Services, Martini Drilling, Tri-County Drilling, Yellow Jacket Drilling, and J&H Drilling.
2. County will not pay a mark-up on hourly rates for the services of any subconsultants that were included in your original proposal dated January 12, 2016.
3. County will not pay a mark-up on hourly rates for the services of any Consultant employee or subconsultant that were included in your original proposal if the selected employee or subconsultant is no longer available at the time of selection to provide services during the duration of the Contract.
4. Consultant must have prior written permission from the County to use any subconsultants not included in Consultant's original proposal. Any related-work requested but not listed in the Fee Schedule shall be negotiated by the County and the Consultant and may include an additional charge of up to 10%, at the sole discretion of the County and only if pre-approved by the County.
5. County will not pay a mark-up on the reproduction of any reports, documents, plans, or any other specified work products generated from the services listed in the RFP. County will not pay a mark-up on any paid fees, such as permit fees, paid by the Consultant. Consultant shall not mark-up on material cost unless pre-approved by the County in writing.
6. Consultant and its subconsultant/subcontractor's mileage charges are not reimbursable unless pre-approved by the County in writing.
7. Expenses for any special requests shall be pre-authorized and approved at the discretion of the designated County project manager and contract administrator.



Schedule of Hourly Professional Service Billing Rates

Position Classification	Classification Level	Hourly Billing Rate
General Office*	5	\$67.50
Technician*	6	\$82.50
Assistant*	7	\$94.50
	8	\$128.50
	9	\$148.50
Staff*	10	\$166.50
	11	\$181.50
Senior	12	\$198.50
	13	\$219.50
Associate	14	\$231.50
	15	\$241.50
	16	\$247.50
	17	\$255.50

ASSET LABORATORIES PRICE GUIDE 2016

EPA METHOD	Parameters/Analytes	Price per Sample
<u>ORGANIC ANALYSES</u>		
<u>GC/MS</u>		
EPA 8260B/5030	Volatile Organic Compounds (VOC's)	\$89
EPA 8260B/5035**	Volatile Organic Compounds (VOC's)	\$96
EPA 8260B/8021B/5030	BTEX plus Oxygenates	\$83
EPA 8260B/5035**	BTEX plus Oxygenates	\$89
EPA 8270C	Semivolatile Organic Compounds	\$182
EPA 8270C/SIM	PNA's/PAH's (Polynuclear Aromatic Hydrocarbons)	\$116
EPA 8270C/SIM	1,4-Dioxane	\$116
** EnCore samplers or other preservatives for 5035 are not included in the prices for 5035 analyses.		
<u>GC</u>		
EPA 8081A	Pesticides (Organochlorine)	\$79
EPA 8082	Polychlorinated biphenyls (PCBs)	\$58
<u>FUEL/PETROLEUM HYDROCARBONS/UST ANALYSES</u>		
EPA 8015B/M	TPH as Gasoline Range Organics (GRO)	\$33
EPA 8015B/M	TPH as Diesel Range Organics (DRO)	\$40
EPA 8015B/M	TPH as Motor Oil (ORO)	\$40
EPA 8015B/M	TPH as DRO and ORO	\$50
EPA 8015B/M	TPH as Carbon Chain ID***	\$63
<u>METALS ANALYSES</u>		
<u>INDIVIDUAL METALS ANALYSES</u>		
EPA 3010A/3050B	TTLC Digestion for Individual metals analysis	\$9
EPA 6010B/7000/200.7/3111B	Individual Metals by ICP or AA	\$11
EPA 6020/200.8	ICPMS Individual Metals	\$21
EPA 7470A/7471B/245.1	Mercury by CVAA	\$25
EPA 7196A	Hexavalent Chromium (solid matrix)	\$36
EPA 7196A	Hexavalent Chromium (liquid matrix)	\$30
EPA 7199 or 218.6	Hexavalent Chromium by IC	\$79
<u>GROUP METALS ANALYSES</u>		
EPA 6010B/7470A/7471B	Title 22 (CAM 17) metals (includes digestion)	\$99
EPA 6010B/7470A/7471B	Priority Pollutant Metals	\$79
EPA 6010B/7470	RCRA 8 Metals	\$79
EPA 6020/200.8	ICPMS Group Metals (8 or more)	\$157



ASSET LABORATORIES

ANALYTICAL SUPPORT SERVICES FOR ENVIRONMENTAL TECHNOLOGIES

11060 Artesia Blvd, Suite C, Cerritos, CA 90703

P: (562) 219-7435

3151 W. Post Road, Las Vegas, Nevada 89118

P: (702) 307-2659

www.assetlaboratories.com

ASSET LABORATORIES PRICE GUIDE 2016

EPA METHOD	Parameters/Analytes	Price per Sample
<u>ION CHROMATOGRAPHY</u>		
EPA 300.0	Anion Scan (soil)	\$83
EPA 300.0	Anion Scan (water)	\$73
EPA 300.0	Single Ion (Bromide, Chloride, Fluoride, Nitrate, Nitrite, Orthophosphate, Sulfate) in soil	\$32
EPA 300.0	Single Ion (Bromide, Chloride, Fluoride, Nitrate, Nitrite, Orthophosphate, Sulfate) in water	\$30
EPA 300.0	Nitrate & Nitrite (water)	\$39
EPA 300.0	Nitrate & Nitrite (soil)	\$43
EPA 314.0	Perchlorate (water)	\$59
EPA 314.0	Perchlorate (soil)	\$65
<u>WET CHEMISTRY</u>		
SM 4500-H+ B/9045	pH	\$10
SM 2320B	Alkalinity	\$13
365.3/SM 4500-P E	Phosphorus, Total	\$43
SM 4500-S-2 D	Sulfide, Total or Dissolved	\$39
SM 2540 C	Solids, Total Dissolved	\$17
SM 2540 D	Solids, Total Suspended	\$13
SM 2540 B	Solids, Total	\$13
SM 2540 F	Solids, Settleable	\$13
120.1	Specific Conductance	\$13
SM 5310C	Total Organic Carbon (water)	\$39
180.1	Turbidity	\$12
<u>HAZARDOUS WASTE CHARACTERIZATION (RCRA)</u>		
EPA 9045C	Corrosivity/pH	\$10
WET	Waste Extraction Test (WET)	\$35
EPA 1311	Toxicity Characteristic Leaching Procedure (TCLP)	\$35
EPA 1312	Synthetic Precipitation Leaching Procedure (SPLP)	\$35
EPA 8260B/5030	Volatile Organic Compounds (VOC's)	\$89
EPA 8270C	Semivolatile Organic Compounds	\$182
EPA 8081A	Pesticides (Organochlorine)	\$79
EPA 6010B/7470	RCRA 8 Metals	\$79
EPA 1020A	Ignitability/Flashpoint	\$36



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ASSET LABORATORIES PRICE GUIDE 2016

Notes:

1. Above prices include sample bottles, standard reporting formats and courier services (surcharges for distant locations may apply).
2. Standard Turnaround Time is five (5) working days except for subcontracted analysis).
3. Premium charges for Rush Turnaround:

Next business day =	+ 50%
2 Business Days =	+ 35%
3 Business Days =	+ 25%
4 Business Days =	+ 10%

For TAT purposes, samples received after 3PM will be considered as arriving 8:00 AM the following working day.

4. Regional Water Quality Board (Geotracker) and other customized EDD's: 3% project surcharge (\$30 minimum per work order).
5. Tentatively Identified Compounds (TIC): EPA 8260 & 8270 TIC Report (up to 10 per sample): \$71.50 per sample.
6. Asset Laboratories Standard TPH Carbon Chain breakdown is as follows: C8-10, C10-18, C18-28, C28-36, C36-40, Total C8-C40.
7. Disposal fee of \$5.50 per sample will be applied for samples submitted with no analysis requested.

* Indicates analysis that is performed by qualified subcontract laboratory

OTHER SERVICES:

- 5035 EnCore Supplies (3 cartridges per sample): \$33
- 5035 Preserved vials (3 vials + 1 syringe per sample): \$17
- Field Services (sample pick-up & bottle delivery): \$44/hr and up
- 24-hr Composite Sampling Package: \$182 and up
- Level 3 and 4 Raw Data Packages: Prices available upon request - call for pricing



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Burns & McDonnell Fee Schedule 2016

Disciplines:

Certified Industrial Hygienist (CIH)	\$314.00/Hour
Principal Consultant/Hygienist	\$105.00/Hour
Principal Geologist	\$182.00/Hour
Project Geologist	\$132.00/Hour
Staff Geologist	\$110.00/Hour
Certified Environmental Infection Control Consultant (CEICC)	\$116.00/Hour
Certified Indoor Environmental Consultant (CIEC)	\$105.00/Hour
Environmental Project Manager	\$94.00/Hour
Certified Asbestos Consultant (CAC)	\$77.00/Hour
Certified Site Surveillance Technician (CSST)	\$66.00/Hour
DPH Certified Project Monitor	\$66.00/Hour
DPH Certified Inspector/Assessor	\$66.00/Hour
Certified Mold Inspector	\$77.00/Hour
Certified Mold Project Monitor	\$77.00/Hour
Clerical and Administrative	\$50.00/Hour

Note: All the above rates are fully encumbered, unless otherwise specified.

Legal:

Los Angeles, Orange, Riverside, San Diego & San Bernardino Counties (<100 Miles Roundtrip)

Depositions (<50 mile-4 hour minimum)	\$248.00/Hour
Arbitration (<50 mile-4 hour minimum)	\$248.00/Hour

Outside Los Angeles, Orange, Riverside, San Diego & San Bernardino Counties (>100 Miles Roundtrip)

Depositions (>50 mile-8 hour minimum)	\$495.00/Hour
Arbitration (>50 mile-8 hour minimum)	\$523.00/Hour

Reimbursable

Note: All travel expenses relating to legal consulting (air fare, hotel, car rental, per diem, etc.) are not reimbursable expenses unless pre-approved in writing by the County. A retainer must be received prior to the commencement of any legal work.



Burns & McDonnell Fee Schedule 2016

Asbestos Samples:

Standard Turn-Around (5 Days)

Bulk - Polarized Light Microscopy (PLM)	\$13.00/each
Bulk - Transmission Electron Microscopy (TEM-Chatfield)	\$88.00/each
Bulk- Point Counting (PLM) – 400 points	\$55.00/each
Bulk- Point Counting (PLM) – 1,000 points	\$121.00/each
Air - Phase Contrast Microscopy (PCM)	\$11.00/each
Air - Transmission Electron Microscopy (TEM-AHERA)	\$72.00/each
Surface - Wipe or Microvac Qualitative (TEM-Chatfield)	\$132.00/each
Surface - Wipe or Microvac Quantitative (TEM-ASTM D5755)	\$198.00/each
Air- Nuisance Dust	\$26.00/each

Accelerated Turn-Around (24 Hour)

Bulk - Polarized Light Microscopy (PLM)	\$24.00/each
Bulk - Transmission Electron Microscopy (TEM-Chatfield)	\$121.00/each
Bulk- Point Counting (PLM) – 400 points	\$77.00/each
Bulk- Point Counting (PLM) – 1,000 points	\$154.00/each
Air - Phase Contrast Microscopy (PCM)	\$13.00/each
Air - Transmission Electron Microscopy (TEM-AHERA)	\$99.00/each
Surface – Wipe or Microvac (TEM-Chatfield)	\$176.00/each
Surface – Wipe or Microvac (TEM-ASTM D5755)	\$275.00/each
Air-Nuisance Dust	\$33.00/each

Rush Turn-Around (6 hours)

Bulk - Polarized Light Microscopy (PLM)	\$29.00/each
Bulk - Transmission Electron Microscopy (TEM-Chatfield)	Not Available
Bulk- Point Counting (PLM) – 400 points	\$105.00/each
Bulk- Point Counting (PLM) – 1,000 points	\$209.00/each
Air - Phase Contrast Microscopy (PCM)	\$17.00/each *
Air - Transmission Electron Microscopy (TEM-AHERA)	\$132.00/each
Surface - Wipe or Microvac (TEM-Chatfield)	\$220.00/each
Surface - Wipe or Microvac (TEM-ASTM D5755)	\$330.00/each

* - Analysis available on site.

Rush Turn-Around (3 hours)

Bulk - Polarized Light Microscopy (PLM)	\$33.00/each
Air - Phase Contrast Microscopy (PCM)	\$17.00/each *
Air-Nuisance Dust	\$106.00/each

* - Analysis available on site.



Burns & McDonnell Fee Schedule 2016

Lead Samples:

Standard Turn-Around (5 Days)

Chip, Wipe, Air, Soil – Atomic Absorption Spectrometry (AAS)	\$14.00/each
TTLC Ceramic Tile Samples	\$21.00/each
Waste Characterization (TTLC, STLC, TCLP)	\$176.00/each
Drinking Water (Graphite Furnace)	\$ 33.00/each

Accelerated Turn-Around (24 Hour)

Chip, Wipe, Air, Soil – Atomic Absorption Spectrometry (AAS)	\$24.00/each
TTLC Ceramic Tile Samples	\$35.00/each
Waste Characterization (TTLC, STLC, TCLP) -3 Days Max	\$319.00/each
Drinking Water (Graphite Furnace)	\$66.00/each

XRF Analysis (Per Day)

\$275.00/day

Rush Turn-Around (3 hours)

Chip, Wipe, Air, Soil - Atomic Absorption Spectrometry (AAS)	\$66.00/each
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Rush Turn-Around (3 hours)

Chip, Wipe, Air, Soil - Atomic Absorption Spectrometry (AAS)	\$66.00/each
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Burns & McDonnell Fee Schedule 2016

Mold Samples:

Non-Viable - Standard Turn-Around (5-10 Days)

Air - Spore & Pollen Identification (count/M ³)	\$72.00/each
Tape-Lift (Slide) - Qualitative Identification	\$72.00/each
Swab/Bulk - Qualitative Identification	\$72.00/each

Non-Viable – Accelerated Turn-Around (24 Hour)

Air - Spore & Pollen Identification (count/M ³)	\$99.00/each
Tape-Lift (Slide) - Qualitative Identification	\$99.00/each
Swab/Bulk - Qualitative Identification	\$99.00/each

Non-Viable - Rush Turn-Around (3 hours)

Air - Spore & Pollen Identification (count/M ³)	\$121.00/each
Tape-Lift (Slide) - Qualitative Identification	\$121.00/each
Swab/Bulk - Qualitative Identification	\$121.00/each

Viable - Standard Turn-Around (10 Days)

Air - Spore & Pollen Identification (count/M ³)	\$143.00/each
Swab/Bulk - Identification	\$143.00/each

Note that species identification per genre can cost significantly more.

Bacteria-Swab (48 Hour)

Swab - Qualitative Identification (M117)	\$143.00/each
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Bacteria-Swab (24 Hour)

EMERGENCY QUOTE ONLY

Swab - Qualitative Identification (M117)	\$209.00/each
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Water Sampling:

General Physical - Standard Turn-Around (5-7 Days)	\$99.00/each
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Legionella - Standard Turn-Around (10 Days)	\$193.00/each
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E. Coli + Total Coliform Count – Standard Turn-Around (7 Days)	\$165.00/each
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Burns & McDonnell Fee Schedule 2016

Water Sampling (Continued):

Chlorine: Total & Free - Standard Turn-Around (7 Days)	\$55.00/each
Total Metals- Standard Turn-Around (5 Days)	\$55.00/each

Shift Rates:

Asbestos or Lead

0 - 4 Hours (includes up to 4 standard air or wipe samples)	\$413.00/shift (Minimum)
4 - 8 Hours (includes up to 8 standard air or wipe samples)	\$636.00/shift

Mold

0 - 4 Hours (Samples are not included in this price and are quoted above)	\$385.00/shift (Minimum)
4 - 8 Hours (Samples are not included in this price and are quoted above)	\$633.00/shift

Note: Rates are negotiable on a per project or volume basis. Additional environmental services are available such as Phase Environmental Assessments, Indoor Air Quality, PCR sampling, Confined Space Permitting and pricing can be provided per project upon request. Fees incorporated into a contractual agreement will be honored for the duration of the contract.

BC Laboratories

SUMMARY OF TERMS

PRICING

Costs for analytical services listed in the fee schedule are based on single samples. Please contact Client Services for discount schedules for large numbers of samples or contract work. Special pricing may also apply on projects requiring additional services. Please see page 4 for a listing of these services. We at BC Laboratories reserve the right to change our prices without notice.

TURNAROUND TIME

Standard turnaround time for all analyses is approximately 10 working days unless otherwise specified by quotation or contract. "Rush" analyses can be arranged with prior approval, depending upon capacity. The following surcharges apply for "Rush" Analyses.

- **Same Day Completion – 200%**
- **Next Day Completion – 100%**
- **2 day rush – 50%**
- **3-5 day rush – 25%**
- **6-8 day rush – 20%**

Note: All "Rush" analyses will be due at 5:00 p.m. on the date due. (Pacific Std. Time) unless otherwise specified.



ADDITIONAL SERVICES

The additional services on this page are charged at \$82.50/hr with a 1/2 hour minimum unless specified.

FIELD SERVICE RATES

- Field Technician \$82.50/hour

Special equipment and/or supplies used to do field testing will be billed at cost plus 20%. Mileage charged is portal to portal.

PROJECT INITIATION

- Consulting
- Sampling Plan review for compliance
- Field Service standby at site
- Customized Bottle Labels (Initial Setup)
- Same day bottle order delivery (plus mileage)
- Overnight Bottle Orders (Shipping +20%)
- Same day courier service (plus mileage)
- Custom COC (Initial Setup)
- Instruments put "on call" Call for quote
- Providing DI Water for EB's Call for quote

GAS CHROMATOGRAPHIC TESTS

1. Adding TIC'S
2. Adding Additional GC Analytes

REPORT GENERATION

- EDF Generation (20% of Project cost)
- EDD Initial Setup
- Tabulating Result Summaries
- Annual Drinking Water Report
- Customized QC Call for quote
- Client Specific QC Call for quote
- Multiple Reports Mailed (except State and County)
.....\$1/ea up to 5 then \$2/ea
- Multiple faxes\$1/ea up to 5 then \$2/ea

LOG-IN AND SPECIAL PREP

- Securing Outside Services
- Special Compositing
- Special Prep Procedures
- Special Clean-up Procedures
- STLC, DI-STLC, or TCLP set up to meet rush
TAT

ANALYTICAL SERVICES

- Analyzing Bacteriological samples with extra dilution
- Rechecking results

INVOICING

- Special Invoicing

POST PROJECT EXTRAS

- Providing Chromatograms after data
package is completed
- Retrieving archived data (> 1 year old)
- Storing samples after 30 days
\$1/sample per month

OTHER

- Seminars Call for quote



SAMPLE CONTROL

SAMPLE CONTAINERS

Sample bottles are provided to clients and shipped free of charge by UPS Ground. If bottles are required on a "Rush Basis" customer will be billed for shipping costs incurred. Brass sampling tubes (2" x 6" or 2½" x 6") are also available for \$3.00 per set (a set consists of 1 brass tube, teflon liners and two end caps). Encore sampling vials (two required per analysis) are \$8 each while the Encore T-Handle is \$150. SS sampling vials (also two per analysis) are \$5 each while the sampling vial handle is \$20.

A courtesy bottle inventory sheet is also supplied displaying the following information:

1. Quantity of bottles shipped
2. Size and bottle type
3. Label required on bottle
4. Collection and preservation instructions
5. Holding times
6. Any other pertinent information

SAMPLE INFORMATION

For each set of samples submitted, a chain-of-custody form which includes the following information is required:

1. Customer name and address
2. Project number and/or name
3. Sample information:
 - Date and time collected
 - Type of tests required
4. Name of sampler
5. Pertinent remarks

SAMPLE SUBMISSION

The following information is requested for each sample submitted.

1. Customer name, address and phone number
2. Name of person to whom report is to be sent
3. Billing information (name, address)
4. Purchase Order number
5. Description of samples
6. Tests required on each sample
7. Turnaround time required

SAMPLE STORAGE

Maximum storage time is 30 days from completion of analysis. Arrangements must be made for storage past 30 days. Long Term storage is available and will be invoiced based on the length of time and number of samples stored.

SAMPLE DISPOSAL

Samples determined to be hazardous by analysis will either be returned to client or disposed of by BC Laboratories. Water samples, normally not hazardous, may require special disposal practices based on preservation used and a disposal fee will be applied. Minimum disposal charge is \$5.00 per sample. Samples containing PCB's > 500 mg/kg will be returned to client.

DATA PACKAGES & QUALITY CONTROL REPORTING

For each project submitted, BC Laboratories will deliver a Data Package consisting of a cover letter and an analytical report. The information included in each is as follows:

Cover Letter

- A. Customer Information
- B. Project Number
- C. Authorized Signature

Analytical Report

A. Customer Information

- 1. Name
- 2. Address
- 3. Run Date
- 4. Run Time
- 5. Instrument ID
- 6. Dilution Factors

B. Sample Information

- 1. Description
- 2. Results (Detection Limits, Units, Methods)
- 3. MDL
- 4. Prep Date

If a Quality Control Report is needed, the Data Package will also include all the information from the level of quality control selected below.

QUALITY CONTROL

BC Laboratories offers a variety of QC reporting formats. Please contact a Client Services Representative for options.

QC REPORTS	QC REPORTING LEVELS		
	Normal (I)	Xtra (II)	CLP-Like (IV)
Precision and Accuracy (MS/MSD, RPD's)	X	X	X
Laboratory Control Sample	X	X	X
Method Blank	X	X	X
Preparation and Analysis	x	X	X
Calibration Summary (ICV, CCV, CCB)		X	X
Calibration			X
Raw Data			X
Supporting Data			X
Pricing	No Cost Added	5%	25%

Normal Reporting Format

- 1. QC Sample ID/Batch Identifier
- 2. QC Sample Results
- 3. QC Duplicate results
- 4. Matrix spike results
- 5. Matrix spike duplicate results
- 6. Spike levels
- 7. Sample RPD
- 8. Spike RPD
- 9. Precision control limits
- 10. Percent recovery of matrix spikes
- 11. Accuracy control limits
- 12. MB results
- 13. Preparation method
- 14. Analyst Initials
- 15. Laboratory Control Sample ID
- 16. LCS concentration
- 17. LCS known concentration
- 18. LCS percent recovery
- 19. LCS control limits

UNDERGROUND FUEL TANK ANALYSIS

METHOD		(\$) PRICE	
		AQUEOUS	NON-AQUEOUS
TVPH EPA 8015M/LUFT	Total Volatile Petroleum Hydrocarbons(C5-C14)	33.00	33.00
	TPH by GC/MS + BTEX + Oxygenates	55.00	68.75
	DIESEL RESIDUE		
TEPH EPA 8015M/LUFT	Total Extractable Petroleum Hydrocarbons (C ₁₂ - C ₂₄)*	33.00	33.00
	Travel Blank Analysis	33.00	33.00

* Carbon Chain Determinations may be reported in client specified ranges.

HEM - Hexane Extractable Material.

SGTHEM - Silica Gel Treated Hexane Extractable Material.

O & G – Oil and Grease

TPPH – Total Purgeable Petroleum Hydrocarbons



ORGANICS CHROMATOGRAPHY

		(\$ PRICE)	
	GAS CHROMATOGRAPHY MASS SPECTROMETRY	AQUEOUS	NON-AQUEOUS
EPA 624, 8240B, 8260B	Volatile Halogenated & Aromatics	123.75	123.75
EPA 624, 8240B, 8260B	(plus 10 most abundant compounds, TIC's)	123.75	123.75
EPA 624, 8240B, 8260B	Travel Blank Analysis	41.25	
EPA 5035	Soil Sample preparation (Volatiles) **		27.50
EPA 625, 8270C	Base Neutral/Acid Extractables	192.50	178.75
EPA 625, 8270C	(plus 10 most abundant compounds, TIC's)	192.50	178.50

*** Sample preparation by EPA 5035 maybe required on certain projects. Your Client Services Representative must be notified prior to sampling in such cases.*



DRINKING WATER (ORGANICS)

(Title 22 plus Phase II & V)

The drinking water program is administered by the State of California. Please consult the State to determine the nature of the testing and frequency required for your system size. Please contact BC Laboratories Client Service Department to ask for advice on proper bottles and preservation required for your analytical testing needs.

METHOD	VOLATILE ORGANIC CHEMICALS (VOC's)	(\$) PRICE
EPA 524.2	Benzene, Carbon Tetrachloride, 1, 2-Dichlorobenzene, 1, 4-Dichlorobenzene, 1, 1-Dichloroethane, 1, 1-Dichloroethylene, cis-1, 2-Dichloroethylene, trans-1, 2-Dichloroethylene, Dichloromethane, 1, 2-Dichloropropane, 1, 3-Dichloropropene, Ethylbenzene, Monochlorobenzene, Styrene, 1, 1, 2, 2-Tetrachloroethane, Tetrachloroethylene, Toluene, 1, 2, 4-Trichlorobenzene, 1, 1, 1-Trichloroethane, Trichloroethylene, Vinyl Chloride, Xylenes, MTBE, N-Butylbenzene, sec-Butylbenzene, tert-Butylbenzene, 2-Chlorotoluene, 4-Chlorotoluene, 1,3-Dichlorobenzene, Dichlorodifluoromethane, 1,2-Dichloroethane, Isopropylbenzene, Naphthalene, N-Propylbenzene, 1,1,2- Trichloroethane, Trichlorofluoromethane, 1,2,4-Trimethylbenzene, 1,3,5- Trimethylbenzene, Bromodichloromethane, Bromoform, Chloroform, Dibromochloromethane, Trihalomethanes, TAME, ETBE, Trichlorotrifluoroethane, TBA, Carbon Disulfide, MIBK. (Additional Compounds, Unregulated Compounds upon request)	123.75

***Note:** As a quality control step, a travel blank should be submitted for each set of samples. If the travel blank is analyzed it will be billed as above.

METALS ANALYSIS

Solid matrices and most water samples require preparatory steps prior to instrumental analysis.
For those prices, please see Metals (Preparation).

INDUCTIVELY COUPLED PLASMA (ICP)		
METHOD	PER ELEMENT	(\$) PRICE
EPA 200.7, EPA 6010B	Aluminum, Antimony, Arsenic, Barium, Beryllium, Boron, Cadmium, Calcium, Chromium, Cobalt, Copper, Iron, Lead, Lithium, Magnesium, Manganese, Molybdenum, Nickel, Potassium, Selenium, Silica, Silver, Sodium, Strontium, Titanium, Thallium, Vanadium, Zinc.	8.25
	Practical Quantitation Limits (PQLs) range from 5 ug/l to 100 ug/l.	

HAZARDOUS CHARACTERIZATION ANALYSIS

(FEDERAL)

FEDERAL PROFILE (R.C.R.A., 40 CFR)

A waste is considered hazardous according to Federal guidelines if it is determined to be corrosive, ignitable, reactive or toxic. Please consult client services for proper sample containers and preservation techniques.

METHOD	CORROSIVITY	(\$) PRICE
EPA 9040B	pH (Aqueous, Soil, Sludge, etc)	8.25
EPA 9045C	pH (Soil)	13.75
	IGNITABILITY	
EPA 1010	Flashpoint (PMCC)	QUOTE
	REACTIVITY	
SW 846 Sect. 7.3.3.2	Reactive Cyanide	41.25
SW 846 Sect. 7.3.4.2	Reactive Sulfide	41.25
	TOXICITY	
	Preparation	
EPA 1311	*ZHE Extraction ¹	55.00
EPA 1311	*Bottle Extraction ¹	55.00
	ANALYSIS	
EPA 6010B, 7471A	Metals (As, Ba, Cd, Cr, Pb, Hg, Se, Ag)	66.00
EPA 8080A, 8081A	Pesticides (chlorinated)	74.25
EPA 8150B, 8151A	Herbicides (chlorinated)	96.25
EPA 8240B, 8260B	Volatile Organics	123.75
EPA 8270C	Semi-Volatile Organics	178.75

**Required prior to analysis for volatiles*

***Required prior to analysis for metals, pesticides, herbicides & semi-volatiles*

¹ Samples with less than 0.5% solids are not subject to an extraction

HAZARDOUS CHARACTERIZATION ANALYSIS (STATE)

TITLE 22, ARTICLE 11 (CALIFORNIA CODE OF REGULATIONS)

METHOD	CORROSIVITY	(\$ PRICE	
EPA 9040B	pH (Aqueous, Soil, Sludge, etc)	8.25	
EPA 9045C	pH (Soil)	13.75	
	IGNITABILITY		
EPA 1010	Flashpoint (PMCC)	QUOTE	
	REACTIVITY		
SW 846 Sect. 7.3.3.2	Reactive Cyanide	41.25	
SW 846 Sect. 7.3.4.2	Reactive Sulfide	41.25	
	TOXICITY		
LC50 96 hr. Fish Bioassay	Aquatic Toxicity (Subcontract)	QUOTE	
	INORGANICS	(\$ PRICE (Preparation Included)	
EPA 6010B/EPA 7471A	Metals (17 to include: Sb, As, Ba, Be, Cd, Cr, Co, Cu, Pb, Hg, Mo, Ni, Se, Ag, TI, V, Zn)	TTL	STLC
		123.75	137.50
	ORGANICS		
EPA 8080A, 8081A	Aldrin, Chlordane, DDT, DDE, Dieldrin, Endrin, Heptachlor, Kepone, Lindane, Methoxychlor, Mirex, PCB's Toxaphene	74.25	90.75
EPA 8270C	Pentachlorophenol	178.75	192.50
Title 22 CCR	Organic Lead	QUOTE	QUOTE
EPA 8150B, 8151A	2, 4-Dichlorophenoxyacetic Acid (2, 4-D) 2, 4, 5-Trichlorophenoxypropionic Acid (2, 4, 5-TP)	96.25	96.25
Full CAM	pH, Flashpoint, Reactive CN, Reactive S, TTL Metals, STLC Metals as needed, Aquatic Toxicity.	605.00	

CONTAINERS & HOLDING TIMES

GENERAL/INORGANIC CHEMISTRY

GENERAL/INORGANIC CHEMISTRY					
ANALYSIS	CONTAINER	PRESERVATIVE	CONTAINER	HOLDING TIME (From Sampling Date)	
	WATER	WATER (0-6°C)	SOIL (0-6°C)	WATER	SOIL
Alkalinity	Pt. PE		N/A	14 days	
Ammonia (NH ₃)	Pt. PE	H ₂ SO ₄	8 oz. jar	14 days	28 days
BOD	Qt. PE (Headspace Free)		N/A	24-48 hr.	N/A
Boron	Pt. PE		8 oz. jar	28 days	28 days
Bromide	Pt. PE		8 oz. jar	28 days	28 days
Chloride	Pt. PE		8 oz. jar	28 days	28 days
COD	Pt. PE	H ₂ SO ₄	8 oz. jar	28 days	28 days
Color	Pt. Amber Glass	Unpreserved	N/A	48 hr.	N/A
Cyanide (total and/or Reactive)	Pt. PE	NaOH	8 oz. jar	14 days	No Specified Time
EC (Electrical Conductivity)	Pt. PE		8 oz. jar	28 days	28 days
Flashpoint	Pt. Amber Glass (Glass Only)		8 oz. jar	28 days	28 days
Flouride	Pt. PE		8 oz. jar	28 days	28 days
Gross Alpha/Beta	1 L Plastic		8 oz. jar	6 mos.	6 mos.
Uranium	1 L Plastic		8 oz. jar	6 mos.	6 mos.
Hardness	Pt. PE		N/A	28 days	N/A
Hexavalent Chromium (Cr ⁺⁶)	Pt. PE		8 oz. jar	24 hr.	30 days in ext/24 hr in extract form
Iodide	Pt. PE		8 oz. jar	24 hr.	28 days
Nitrate/Nitrite (NO ₃ /NO ₂)	2 oz. PE	H ₂ SO ₄	8 oz. jar	28 days	28 days
Nitrite/NO ₂	Pt. PE		8 oz. jar	48 hr.	28 days
NO ₃ as NO ₃	Pt. PE		8 oz. jar	48 hr.	28 days
Odor	Pt. Amber		N/A	24 hr.	N/A
Oil & Grease	1 L Amber Glass (Glass Only)	HCl	8 oz. jar	28 days	28 days
TPH	1 L Amber Glass (Glass Only)	HCl	8 oz. jar	28 days	28 days
pH	Pt. PE		8 oz. jar	IMMEDIATELY	IMMEDIATELY
Phenolics	Pt. Amber Glass (Glass Only)	H ₂ SO ₄	8 oz. jar	28 days	28 days
Phosphorus ° Total (P)	Pt. PE	H ₂ SO ₄	8 oz. jar	28 days	28 days
Phosphorus ° Total (PO ₄)	Pt. PE		8 oz. jar	48 days	28 days
Silica	Pt. PE (Plastic Only)		8 oz. jar	28 days	28 days
TDS	Qt. PE		N/A	7 days	N/A
TSS	Qt. PE		N/A	7 days	N/A
Settleable Solids	Qt. PE		N/A	48 hr.	N/A
Total Solids	Qt. PE		N/A	7 days	N/A
Specific Gravity	Pt. PE		8 oz. jar	28 days	28 days
Sulfate	Pt. PE		8 oz. jar	28 days	28 days
Sulfide, Total	Pt. PE	Zn Acetate	8 oz. jar	7 days	N/A
Surfactants (MBAS)	Qt. PE		N/A	48 hr.	N/A
Total Coliform	8 oz. Glass or Nalgene (Sterilized)	Sodium Thiosulfate	N/A	24 hr.	N/A
TKN (Kjeldahl Nitrogen)	Pt. PE	H ₂ SO ₄	8 oz. jar	28 days	28 days
Total Organic Carbon (TOC)	Pt. Amber Glass (Glass Only)	H ₂ SO ₄	8 oz. jar	28 days	28 days
Total Organic Halide (TOX)	Pt. Amber	H ₂ SO ₄	8 oz. jar	7 days	No Specified Time
Turbidity	Pt. Amber Glass		N/A	48 hr.	N/A

CONTAINERS & HOLDING TIMES

GENERAL/ORGANIC CHEMISTRY

ANALYSIS	CONTAINER	PRESERVATIVE	CONTAINER	HOLDING TIME (From Sampling Date)			
	WATER	WATER (0-6°C)		WATER		SOIL	
				EXTRACT	ANALYSIS	EXTRACT	ANALYSIS
• 601	2 X VOA (Headspace Free)	HCL 1	8oz Jar	14 Days	14 Days	N/A	14 Days
• 602, 8021	2 X VOA (Headspace Free)	HCL 1	8oz Jar	14 Days	14 Days	N/A	14 Days
• BTEX	2 X VOA (Headspace Free)	HCL 1	8oz Jar	14 Days	14 Days	N/A	14 Days
• Gasoline Range	2 X VOA (Headspace Free)	HCL 1	8oz Jar	14 Days	14 Days	N/A	14 Days
• Diesel Range	1 L Amber Glass w/Teflon Lid		8oz Jar	14 Days	40 Days	14 Days	40 Days
8260/524.2/624/8240/624/8260B	2 X VOA (Headspace Free)	1	8oz Jar	14 Days	14 Days	N/A	14 Days
504	2 X VOA	HCL 1	3X VOA	14 Days	1 day	N/A	N/A
8080A, 608, 508, 8081, 8082	1 L Glass Amber w/Teflon Lid	1	8oz Jar	7 Days	40 Days/14**	14 Days	40 Days
8140/8141	1 L Glass Amber w/Teflon Lid	1	8oz Jar	7 Days	40 Days	14 Days	40 days
8250, 615, 515.1, 8151	1 L Glass Amber w/Teflon Lid	1	8oz Jar	7 Days	40 Days	14 Days	40 Days
525.2/507	2 X 1 L Glass Amber w/Teflon Lid		8oz Jar	***14 Days	30 Days	14 Days	N/A
625, 8270C	2 X 1 L Glass Amber w/Teflon	1	8oz Jar	7 Days	40 Days	14 Days	40 Days
Modified 632, 632	1 L Glass Amber w/Teflon Lid	1	8oz Jar	7 Days	40 days	14 Days	40 days
TCLP • Volatile (Zero Headspace Extraction)	8oz or Larger Glass w/Teflon Lid		8oz Jar	14 Days	N/A	14 Days	7 Days
• SEMI - Volatiles (8270, 8150, 8080)	1 L Amber Glass (Each Test)		8oz Jar	7 Days	40 Days	14 Days Until TCLP Leaching	14 Days Until TCLP Leaching

METALS

ANALYSIS	CONTAINER	PRESERVATIVE	HOLDING TIME (From Sampling Date)	
WATER				
Metals (1 or more metals)				
* Total	Qt. PE	HNO ₃	6 Mo. (28Days - Hg)	
• Dissolved • Filtered in Field	Pt. PE	HNO ₃	6 Mo. (28Days - Hg)	
• Not Filtered	Qt. PE		6 Mo. (28Days - Hg)	
• Organic Lead	Qt. Amber Glass	Chill to 0-6°C	14 Days with Analysis	
• Hexavalent Chromium (Cr +6)	Pt. PE		24 HOURS	
SOIL				
• Soluble	8oz jar	Chill to 0-6°C	6 Mo. (28Days - Hg)	
• EP Toxicity	8oz jar	Chill to 0-6°C	6 Mo. (28Days - Hg)	
• WET	8oz jar	Chill to 0-6°C	6 Mo. (28Days - Hg)	
• TCLP (See also Organic Chemistry)	8oz jar	Chill to 0-6°C	6 Mo. (28Days - Hg)	
• SPLP	8oz jar	Chill to 0-6°C	6 Mo. (28Days - Hg)	
• Hexavalent Chromium (Cr +6)	8oz jar	Chill to 0-6°C	30 Days until extraction / 24 Hr in extract form	
• Organic Lead	8oz jar	Chill to 0-6°C	14 Days until Analysis	

Notes	
** for 508	1 Sample containing residual chloride must be dechlorinated at the time of sampling
***7 days if diazinon is a target analyte	
*Fill all containers as much as possible (Consult laboratory for minimum volume required)	*Most tests require samples to remain chilled @ 0-6°C after sampling
*Holding time - the samples must be analyzed within the required time frame.	*TCLP & STLC Extractions cannot be conducted on acid-treated containers

AIR /VAPOR SAMPLING

METHOD	GAS CHROMATOGRAPHY	(\$) PRICE VAPOR
ASTM D1946, EPA 3C	Fixed and / or permanent gases*	77.00
TO-3, EPA 8021	BTEX - Oxygenates only*	74.25
TO-3, EPA 8021	BTEX - Oxygenates, TVPH*	82.50
	GAS CHROMATOGRAPHY MASS SPECTROMETRY	
TO-14, EPA 8260	Volatile Halogenated & Aromatics	82.50
TO-14, EPA 8260	Volatile Halogenated & Aromatics + TVPH	93.50
TO-14, EPA 8260	TVPH only*	68.75
TO-15, EPA 8260	Low Level Volatile Halogenated + Aromatics	110.00
	MISCELLANEOUS SAMPLING SUPPLIES	
	Tedlar Bags Each	6.60
	Canister Rental	16.50
	Flow Controller Rental	11.00

*Tedlar Bag Only

2016
RATE SCHEDULE
(Prevailing Wage)

Exclusively for
BURNS & MCDONNELL /
LOS ANGELES COUNTY DEPT. OF PUBLIC WORKS

Effective August 1, 2016

All rates subject to FUEL SURCHARGE when in effect (see Page 6)

TRANSPORTATION & DISPOSAL OF BULK SOIL

TRANSPORTATION & DISPOSAL OF BULK SOIL

Upon request, rates will be quoted on a "per ton" basis on a project specific basis

DISPOSAL OF NON-HAZARDOUS SOIL @ SOIL SAFE OF CALIFORNIA (TPST)

Disposal Fee = \$38.50 - \$44.00 / ton #

Rates are based on current disposal facility pricing, are subject to change if disposal facility rates increase.

DISPOSAL OF NON-HAZARDOUS SOIL @ CHIQUITA CANYON LANDFILL

Disposal Fee (Daily Cover) = \$31.00 - 38.50 / ton #

Disposal Fee (Direct Landfill) = \$52.00 - \$60.50 / ton #

Rates are based on current disposal facility pricing, are subject to change if disposal facility rates increase.

END DUMP TRUCK RATES (Operated)

(Minimum = 4.0 hours)

UNIT TYPE

End Dump Truck - Non-Hazardous*:

End Dump Truck - Hazardous*:

10-Wheeler Dump Truck - Non-Hazardous*:

10-Wheeler Dump Truck - Hazardous*:

RATE

\$105.00 - \$121.00 / hour

\$115.50 - \$132.00 / hour

\$105.00 - \$121.00 / hour

\$115.50 - \$132.00 / hour

**In most cases, End Dump rates will be charged on a tonnage basis (based on mileage).*

Any clean-up load (last/final load available) will be invoiced as a 23-ton minimum load.

ROLL-OFF TRUCK (Operated) & BIN RENTAL RATES

(Minimum = 4.0 hours)

UNIT / EQUIPMENT TYPE

Roll-off Truck:

Roll-off Truck (Overtime):

Roll-off Truck (Double-Time):

Roll-off Bins (15 & 40 Cubic Yard):

Roll-off Bins / Sludge Bins (5 Cubic Yard):

Plastic Bin Liners (3 mil):

Plastic Bin Liners (6 mil):

RATE

\$121.00 / hour

\$140.00 / hour

\$172.00 / hour

\$ 16.50 / day

\$ 27.50 / day

\$ 38.50 / each

\$115.50 / each

STRAIGHT-TIME:

OVERTIME RATE:

DOUBLE-TIME RATE:

First 8.0 hours worked between the hours of 5:00 a.m. and 6:00 p.m., Mon. -Fri.

Any time worked over 8.0 hours in a workday, and any time before 5:00 a.m. or after 6:00 p.m., Monday through Friday. And, the first 12.0 hours worked on Saturday at the request of BURNS & MCDONNELL.

Any time worked over 12.0 consecutive hours in a workday. Any time worked on Sundays or Holidays at the request of BURNS & MCDONNELL. Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day.

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TRANSPORTATION & DISPOSAL
OF WASTE CONTAINED IN DRUMS

"MILKRUN" TRANSPORTATION & DISPOSAL OF WASTE CONTAINED IN DRUMS

TRANSPORTATION & DISPOSAL – NON-HAZARDOUS

	<u>RATE</u>
-- SOIL @ SOIL SAFE (TPST) (55 gal):	\$121.00 / drum * #
-- WATER @ DeMENNO KERDOON (55 gal):	\$121.00 / drum * #
-- INERT CONCRETE/ASPHALT DEBRIS (55-gal):	\$121.00 / drum * #
-- DRILLING MUD @ CROSBY & OVERTON or US ECOLOGY:	\$264.00 / drum * #
-- SOIL/SOLIDS (PPE, TRASH, DEBRIS, etc.) @ U.S. ECOLOGY:	\$231.00 / drum * #

TRANSPORTATION & DISPOSAL – NON-RCRA (CALIF) HAZARDOUS

	<u>RATE</u>
-- GAS/WATER MIXTURE @ DeMENNO KERDOON (55-gal):	\$220.00 / drum * #
-- LIQUIDS @ DeMENNO KERDOON (55-gal):	\$220.00 / drum * #
-- SOIL/SOLIDS (PPE, TRASH, DEBRIS, etc.) @ U.S. ECOLOGY (55-gal):	\$248.00 / drum * #

TRANSPORTATION & DISPOSAL – RCRA-HAZARDOUS

	<u>RATE</u>
-- SOIL/SOLIDS @ U.S. ECOLOGY - DIRECT LANDFILL (55-gal):	\$319.00 / drum * #
-- SOIL/SOLIDS @ U.S. ECOLOGY - STABILIZATION OF METALS (55-gal):	\$330.00 / drum * #
-- SOIL/SOLIDS @ CLEAN HARBORS – INCINERATION (55-gal): (Up to 500 lbs/drum / Excess invoiced at \$1.00/lb)	\$941.00 / drum * #
-- GAS/WATER MIXTURE @ DeMENNO KERDOON (55-gal):	\$237.00 / drum * #
-- LIQUIDS @ DeMENNO KERDOON (55-gal):	\$264.00-\$341.00 / drum * #
-- LIQUIDS @ U.S. ECOLOGY - SOLIDIFICATION (55-gal):	\$380.00 / drum * #

ASSOCIATED ITEMS

PROJECT MANAGEMENT & PROFILE FEE (also applies to Bulk Soil):	\$110.00-\$550.00 / project
DELIVERY OF EMPTY DRUMS (MILKRUN):	\$303.00-\$495.00 / trip
EMPTY "USED" STEEL DRUMS (55-gal):	No Charge
SALVAGE/OVERPACK DISPOSAL SURCHARGE (95-gal):	\$110.00 / drum #
SCRAPPING OF EMPTY STEEL DRUMS (55-gal):	\$ 28.00 / drum
ABSORBENT / SOLIDISORB (25 lb. Bag):	\$ 33.00 / bag
ONSITE TIME (TRANSFER OF WASTE):	\$110.00 / hour
HAND PUMP (for LIQUID WASTE TRANSFER):	\$ 23.00 / each
pH METER RENTAL:	\$ 22.00 / each
RIVET BUSTER (CUTTING OPEN DRUMS IN YARD):	\$110.00 / day
FedEx MANIFESTS (STANDARD OVERNIGHT):	\$ 22.00 / package

BESI maintains an inventory of empty "USED" Drums available for delivery to project sites. These Drums are to be used to contain only Non-Hazardous waste. Hazardous waste may not be transported in "USED" Drums. If BESI is being contracted to remove the waste, these drums will be provided at no cost (free), other than delivery charges.

** Site Set-up Fee (\$110.00): Any drum removal event with < 5 drums will be charged a \$110.00 Site Set-up Fee (in addition to the per drum rate).*

Rates are based on current disposal facility pricing, are subject to change if disposal facility rates increase.

Rates for other waste will be quoted upon request on a project specific basis.

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TRANSPORTATION & DISPOSAL
OF WASTE CONTAINED IN DRUMS

DRUM TRUCK/FLATRACK TRUCK RATES (Operated)

(Minimum = 4.0 hours)

<u>UNIT TYPE</u>	<u>RATE</u>
Drum Truck with Lift Gate:	\$121.00 / hour
Drum Truck with Lift Gate (Overtime):	\$140.00 / hour
Drum Truck with Lift Gate (Double-Time):	\$172.00 / hour

STRAIGHT-TIME:

First 8.0 hours worked between the hours of 5:00 a.m. and 6:00 p.m., Mon. -Fri.

OVERTIME RATE:

Any time worked over 8.0 hours in a workday, and any time before 5:00 a.m. or after 6:00 p.m., Monday through Friday. And, the first 12.0 hours worked on Saturday at the request of BURNS & MCDONNELL.

DOUBLE-TIME RATE:

Any time worked over 12.0 consecutive hours in a workday. Any time worked on Sundays or Holidays at the request of BURNS & MCDONNELL.

ASSOCIATED ITEMS

RATE

NEW STEEL DRUMS (EMPTY)

NEW - 15-Gal UN/DOT OPEN-TOP (w/ PLAIN LID):	\$ 77.00 / drum
NEW - 15-Gal UN/DOT CLOSED-TOP:	\$ 66.00 / drum
NEW - 30-Gal UN/DOT CLOSED-TOP:	\$ 65.00 / drum
NEW - 55-Gal UN/DOT CLOSED-TOP:	\$ 80.00 / drum
NEW - 55-Gal UN/DOT OPEN-TOP (w/ BUNG):	\$ 90.00 / drum
NEW - 55-Gal UN/DOT OPEN-TOP (w/ PLAIN LID):	\$ 90.00 / drum

RECONDITIONED STEEL DRUMS (EMPTY)

RATE

RECON - 30-Gal UN/DOT OPEN-TOP (w/ PLAIN LID):	\$ 56.00 / drum
RECON - 55-Gal UN/DOT OPEN-TOP (w/ PLAIN LID):	\$ 47.00 / drum
RECON - 55-Gal UN/DOT CLOSED-TOP:	\$ 47.00 / drum
RECON - 55-Gal UN/DOT OPEN-TOP (w/ BUNG):	\$ 47.00 / drum

NEW POLY DRUMS (EMPTY)

RATE

NEW - 3.5-Gal Non-DOT PAIL:	\$ 32.00 / drum
NEW - 5-Gal UN/DOT PAIL:	\$ 39.00 / drum
NEW - 15-Gal UN/DOT OPEN-TOP:	\$ 67.00 / drum
NEW - 15-Gal UN/DOT CLOSED-TOP:	\$ 44.00 / drum
NEW - 55-Gal UN/DOT CLOSED-TOP:	\$ 64.00 / drum

RECONDITIONED POLY DRUMS (EMPTY)

RECON - 15-Gal UN/DOT OPEN-TOP:	\$ 46.00 / drum
RECON - 15-Gal UN/DOT CLOSED-TOP:	\$ 35.00 / drum
RECON - 30-Gal UN/DOT OPEN-TOP:	\$ 43.00 / drum
RECON - 30-Gal UN/DOT CLOSED-TOP:	\$ 35.00 / drum
RECON - 55-Gal UN/DOT OPEN-TOP:	\$ 59.00 / drum
RECON - 55-Gal UN/DOT CLOSED-TOP:	\$ 39.00 / drum
RECON - 55-Gal UN/DOT CLOSED-TOP (Opaque/Clear):	\$ 42.00 / drum

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TRANSPORTATION & DISPOSAL
OF WASTE CONTAINED IN DRUMS

ASSOCIATED ITEMS

RATE

OVERPACKS / SALVAGE DRUMS (EMPTY)

NEW - 95-Gal POLY UN/DOT SALVAGE DRUM - OPEN-TOP:	\$314.00 / drum
NEW - 95-Gal STEEL UN/DOT SALVAGE DRUM - OPEN-TOP:	\$248.00 / drum
USED - 95-Gal STEEL/POLY SALVAGE DRUM (Non-UN/DOT)- OPEN-TOP:	\$138.00 / drum

MISC. CONTAINERS (EMPTY)

RECON - 250/275-Gal TOTE:	\$193.00 / tote
UN/DOT CUBIC-YARD BOX (EMPTY) w/ WOODEN PALLET:	\$ 96.00 / each
UN/DOT SUPERSACK (EMPTY):	\$ 39.00 / each
WOODEN PALLET:	\$ 22.00 / each

ADDITIONAL LABOR & EQUIPMENT RATES

LABOR RATES

(Minimum = 4.0 Hours)

CATEGORY

STRAIGHT-TIME

OVERTIME

DOUBLE-TIME

Field Technician I:	\$ 94.00 / hour	\$116.00 / hour	\$138.00 / hour
Field Technician II:	\$105.00 / hour	\$127.00 / hour	\$149.00 / hour
Heavy Equipment Operator:	\$110.00 / hour	\$132.00 / hour	\$160.00 / hour
Project Manager:	\$105.00 / hour	\$127.00 / hour	\$149.00 / hour
Waste Consultant:	\$138.00 / hour	N/A	N/A

STRAIGHT-TIME:

First 8.0 hours worked between the hours of 5:00 a.m. and 6:00 p.m., Mon. -Fri.

OVERTIME RATE:

Any time worked over 8.0 hours in a workday, and any time before 5:00 a.m. or after 6:00 p.m., Monday through Friday. And, the first 12.0 hours worked on Saturday at the request of BURNS & MCDONNELL.

DOUBLE-TIME RATE:

Any time worked over 12.0 consecutive hours in a workday. Any time worked on Sundays or Holidays at the request of BURNS & MCDONNELL.

EQUIPMENT RATES (Non-Operated)

(Minimum = 4.0 hours)

UNIT TYPE

RATE

Pickup Truck/Crew Truck:	\$28.00-\$55.00 / hour
Pressure Washer (Cold Water):	\$165.00 / day
Response Truck:	\$605.00 / day
Drum-it with Mini-Vac Unit:	\$688.00 / day
Drum-it (no Mini Vac Unit):	\$165.00 / day

UNIT TYPE

RATE

Air Compressor Unit (Trailer):	\$358.00 / day
Generator:	\$215.00 / day
LEL Meter:	\$132.00 / day
Double Diaphragm Pump:	\$248.00 / day
Forklift /	

Loading Equipment: Quoted upon request

SURCHARGE

Any fees billed through BESI shall be invoiced to of BURNS & MCDONNELL at a 15% surcharge. This surcharge would include only those fees not already included on the BESI rate sheet, or fees not otherwise determined by a BESI quotation to of BURNS & MCDONNELL prior to the project work.

2016
RATE SCHEDULE
(Prevailing Wage)

Exclusively for
BURNS & MCDONNELL/
LOS ANGELES COUNTY DEPT. OF PUBLIC WORKS

Effective August 1, 2016

All rates subject to FUEL SURCHARGE when in effect (see Page 6)

TRANSPORTATION & DISPOSAL
OF BULK LIQUIDS BY VACUUM TRUCK

BULK DISPOSAL OF NON-HAZARDOUS OILY WATER (STANDARD) @ DeMENNO KERDOON

<u>DESCRIPTION</u>	<u>RATE</u>
Disposal Fee:	\$ 0.67/gallon #
Disposal Solids Surcharge:	\$ 3.48/gallon #
Truck Washout Fee:	\$358.00/washout #

BULK DISPOSAL OF HAZARDOUS OILY WATER (STANDARD) @ DeMENNO KERDOON

<u>DESCRIPTION</u>	<u>RATE</u>
Disposal Fee:	\$ 0.72/gallon #
Disposal Solids Surcharge:	\$ 3.61/gallon #
Truck Washout Fee:	\$358.00/washout #

#Rates are based on current disposal facility pricing, are subject to change if disposal facility rates increase.

DISPOSAL OF OTHER BULK LIQUIDS

Rates will be quoted upon request on a project specific basis

VACUUM TRUCK RATES (Operated)

(Minimum = 4.0 hours)

<u>UNIT /EQUIPMENT TYPE</u>	<u>STRAIGHT-TIME</u>	<u>OVERTIME</u>	<u>DOUBLE-TIME</u>	<u>NIGHT WORK</u>
Vacuum Truck 70 BBL Mild Steel:	\$123.00 / hour	\$154.00 / hour	\$185.00 / hour	\$185.00 / hour
Vacuum Truck 100 BBL Mild Steel:	\$133.00 / hour	\$166.00 / hour	\$200.00 / hour	\$200.00 / hour

ASSOCIATED ITEMS

PROJECT MANAGEMENT & PROFILE FEE:	\$110.00-\$550.00 / project
Surge Block:	\$ 32.00 / day
PVC Stingers / Schedule 40 – 1" Standard (10-ft section):	\$ 19.00 / each
PVC Stingers / Schedule 40 – ½" or ¾" Special In-Line (10-ft section):	\$ 27.00 / each
PVC Stingers / Schedule 40 – 1" Special In-Line (10-ft section):	\$ 29.00 / each
PVC Stingers / Schedule 40 – 1 ½" Special In-Line (10-ft section):	\$ 32.00 / each
PVC Stingers / Schedule 40 – 2" Special In-Line (10-ft section):	\$ 35.50 / each
Air Assist / Deep Wells:	\$ 38.00 / well

STRAIGHT-TIME:

First 8.0 hours worked between the hours of 5:00 a.m. and 6:00 p.m., Mon. -Fri.

OVERTIME RATE:

Any time worked over 8.0 hours in a workday, Monday through Friday. And, the first 12.0 hours worked on Saturday at the request of BURNS & MCDONNELL.

DOUBLE-TIME RATE:

Any time worked over 12.0 consecutive hours in a workday. Any time worked on Sundays or Holidays at the request of BURNS & MCDONNELL.

NIGHT WORK:

Any time worked that starts after 6:00 p.m. and/or before 5:00 a.m. at the request of BURNS & MCDONNELL.

Belshire Environmental Services, Inc.

Fuel Surcharge Rates

The following rate tables were established in response to escalating diesel fuel prices. The surcharges are based on weekly diesel fuel rates determined by the Energy Information Administration (EIA). Standard Rates will be adjusted upward/downward as diesel rates rise/fall. If diesel fuel rates exceed the fuel ranges shown in the tables, the surcharges will follow the linear trends established in these tables. Adjustments to the surcharges will be made on a weekly basis, based on the current diesel fuel price for that week.

TRANSPORTATION EQUIPMENT: The Fuel Surcharge Rates shown in the table below apply to all transportation equipment on our Rate Schedule, except for vacuum trucks.

Fuel Range		Surcharge
\$1.92 - \$2.01		7.00%
\$2.02 - \$2.11		8.00%
\$2.12 - \$2.21		9.00%
\$2.22 - \$2.31		10.00%
\$2.32 - \$2.41		11.00%
\$2.42 - \$2.51		12.00%
\$2.52 - \$2.61		13.00%
\$2.62 - \$2.71		14.00%
\$2.72 - \$2.81		15.00%
\$2.82 - \$2.91		16.00%
\$2.92 - \$3.01		17.00%
\$3.02 - \$3.11		18.00%

Fuel Range		Surcharge
\$3.12 - \$3.21		19.00%
\$3.22 - \$3.31		20.00%
\$3.32 - \$3.41		21.00%
\$3.42 - \$3.51		22.00%
\$3.52 - \$3.61		23.00%
\$3.62 - \$3.71		24.00%
\$3.72 - \$3.81		25.00%
\$3.82 - \$3.91		26.00%
\$3.92 - \$4.01		27.00%
\$4.02 - \$4.11		28.00%
\$4.12 - \$4.21		29.00%
\$4.22 - \$4.31		30.00%

Fuel Range		Surcharge
\$4.32 - \$4.41		31.00%
\$4.42 - \$4.51		32.00%
\$4.52 - \$4.61		33.00%
\$4.62 - \$4.71		34.00%
\$4.72 - \$4.81		35.00%
\$4.82 - \$4.91		36.00%
\$4.92 - \$5.01		37.00%
\$5.02 - \$5.11		38.00%
\$5.12 - \$5.21		39.00%
\$5.22 - \$5.31		40.00%
\$5.32 - \$5.41		41.00%
\$5.42 - \$5.51		42.00%

DRUMS: A fuel surcharge is added to our standard Drum rates based on the table below. A fuel surcharge rate will be added based on the number of drums removed from the site on any single drum removal trip. A minimum charge of 4 drums will be charged on any drum removal trip.

Fuel Range		Surcharge Per Drum
\$2.01 - \$2.50		\$2.50
\$2.51 - \$3.00		\$4.00
\$3.01 - \$3.50		\$5.00
\$3.51 - \$4.00		\$6.25
\$4.01 - \$4.50		\$7.50
\$4.51 - \$5.00		\$8.75
\$5.01 - \$5.50		\$10.00
\$5.51 - \$6.00		\$11.25
\$6.01 - \$6.50		\$12.50
\$6.51 - \$7.00		\$13.75
Minimum Fuel Surcharge is based on four drums.		

VACUUM TRUCKS: The Fuel Surcharge Rates shown in the table below apply to subcontracted vacuum truck and related equipment for projects in Southern California. Shown in the Surcharge column are the Surcharge for sites ≤ 140 miles from Orange County yard, followed by Surcharge for site > 140 miles from Orange County yard.

Fuel Range		Surcharge
\$1.92 - \$2.61		0.0%
\$2.62 - \$2.71		4.0% / 7.5%
\$2.72 - \$2.81		5.0% / 7.5%
\$2.82 - \$2.91		5.0% / 9.5%
\$2.92 - \$3.01		6.0% / 9.5%

Fuel Range		Surcharge
\$3.02 - \$3.11		7.0% / 11.5%
\$3.12 - \$3.21		7.0% / 11.5%
\$3.22 - \$3.31		8.0% / 13.5%
\$3.32 - \$3.41		8.0% / 13.5%
\$3.42 - \$3.51		9.0% / 15.5%

Fuel Range		Surcharge
\$3.52 - \$3.61		10.0% / 15.5%
\$3.62 - \$3.71		10.0% / 17.5%
\$3.72 - \$3.81		11.0% / 17.5%
\$3.82 - \$3.91		11.0% / 19.5%
\$3.92 - \$4.01		12.0% / 19.5%

UST Compliance Services Rate Sheet

Labor Rates

Underground Storage Tank Consultant	\$165.00/hour
Sr. Project Manager	\$137.50/hour
Project Manager	\$110.00/hour
ICC Certified Designated UST Operator	\$82.50/hour
ICC Certified UST Service Technician	\$88.00/hour
UST Service Technician	\$77.00/hour
Sr. Project Coordinator	\$71.50/hour
Project Coordinator	\$60.50/hour
Project Administrator	\$55.00/hour

- Overtime, after-hours and weekend work is 1.5 times the above rates
- Labor rates are not based on prevailing wage

Equipment & Expenses

UST Test Truck (includes confined space entry equipment)	\$49.50/hour
Service Truck	\$16.50/hour
Helium Locator	\$165.00/day
Roto-hammer Kit	\$82.50/day
Helium Bottle	\$275.00/each
Jackhammer Kit	\$99.00/day
Concrete Saw	\$214.50/day
Boom Lift	\$385.00/day
Permits, Subcontractors, Equipment and Supplies	Cost + 11%
Mileage	Billed at current IRS rate

On-line Management of Compliance Schedules and Documentation

All UST compliance activities and associated documents will be managed utilizing Belshire's web-based compliance management system, www.petrotools.com. A site-specific testing and inspection profile will be created for each UST facility based on the equipment at the site and local agency requirements. All work performed by Belshire is tracked in the system to ensure compliance deadlines are met. Upcoming test schedules, past testing events and all associated testing documents can be accessed 24/7/365 from any personal computer or smart phone with internet access.

2016
RATE SCHEDULE
(Non-Prevailing Wage)

Exclusively for
BURNS & MCDONNELL /
LOS ANGELES COUNTY DEPT. OF PUBLIC WORKS

Effective August 1, 2016

All rates subject to FUEL SURCHARGE when in effect (see Page 6)

TRANSPORTATION & DISPOSAL OF BULK SOIL

TRANSPORTATION & DISPOSAL OF BULK SOIL

Upon request, rates will be quoted on a "per ton" basis on a project specific basis

DISPOSAL OF NON-HAZARDOUS SOIL @ SOIL SAFE OF CALIFORNIA (TPST)

Disposal Fee = \$38.50 - \$44.00 / ton #

Rates are based on current disposal facility pricing, are subject to change if disposal facility rates increase.

DISPOSAL OF NON-HAZARDOUS SOIL @ CHIQUITA CANYON LANDFILL

Disposal Fee (Daily Cover) = \$31.00 - 38.50 / ton #

Disposal Fee (Direct Landfill) = \$52.00 - \$60.50 / ton #

Rates are based on current disposal facility pricing, are subject to change if disposal facility rates increase.

END DUMP TRUCK RATES (Operated)

(Minimum = 4.0 hours)

UNIT TYPE

End Dump Truck - Non-Hazardous*:

End Dump Truck - Hazardous*:

10-Wheeler Dump Truck - Non-Hazardous*:

10-Wheeler Dump Truck - Hazardous*:

RATE

\$105.00 - \$121.00 / hour

\$115.50 - \$132.00 / hour

\$105.00 - \$121.00 / hour

\$115.50 - \$132.00 / hour

**In most cases, End Dump rates will be charged on a tonnage basis (based on mileage).*

Any clean-up load (last/final load available) will be invoiced as a 23-ton minimum load.

ROLL-OFF TRUCK (Operated) & BIN RENTAL RATES

(Minimum = 4.0 hours)

UNIT / EQUIPMENT TYPE

Roll-off Truck:

Roll-off Truck (Overtime):

Roll-off Truck (Double-Time):

Roll-off Bins (15 & 40 Cubic Yard):

Roll-off Bins / Sludge Bins (5 Cubic Yard):

Plastic Bin Liners (3 mil):

Plastic Bin Liners (6 mil):

RATE

\$110.00 / hour

\$132.00 / hour

\$143.00 / hour

\$ 16.50 / day

\$ 27.50 / day

\$ 38.50 / each

\$115.50 / each

STRAIGHT-TIME:

OVERTIME RATE:

DOUBLE-TIME RATE:

First 8.0 hours worked between the hours of 5:00 a.m. and 6:00 p.m., Mon. -Fri.

Any time worked over 8.0 hours in a workday, and any time before 5:00 a.m. or after 6:00 p.m., Monday through Friday. And, the first 12.0 hours worked on Saturday at the request of BURNS & MCDONNELL.

Any time worked over 12.0 consecutive hours in a workday. Any time worked on Sundays or Holidays at the request of BURNS & MCDONNELL. Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day.

2016
RATE SCHEDULE
(Non-Prevailing Wage)

Exclusively for
BURNS & MCDONNELL /
LOS ANGELES COUNTY DEPT. OF PUBLIC WORKS

Effective August 1, 2016

All rates subject to FUEL SURCHARGE when in effect (see Page 6)

TRANSPORTATION & DISPOSAL
OF WASTE CONTAINED IN DRUMS

"MILKRUN" TRANSPORTATION & DISPOSAL OF WASTE CONTAINED IN DRUMS

TRANSPORTATION & DISPOSAL – NON-HAZARDOUS

	<u>RATE</u>
-- SOIL @ SOIL SAFE (TPST) (55 gal):	\$110.00 / drum * #
-- WATER @ DeMENNO KERDOON (55 gal):	\$110.00 / drum * #
-- INERT CONCRETE/ASPHALT DEBRIS (55-gal):	\$110.00 / drum * #
-- DRILLING MUD @ CROSBY & OVERTON or US ECOLOGY:	\$253.00 / drum * #
-- SOIL/SOLIDS (PPE, TRASH, DEBRIS, etc.) @ U.S. ECOLOGY:	\$220.00 / drum * #

TRANSPORTATION & DISPOSAL – NON-RCRA (CALIF) HAZARDOUS

	<u>RATE</u>
-- GAS/WATER MIXTURE @ DeMENNO KERDOON (55-gal):	\$209.00 / drum * #
-- LIQUIDS @ DeMENNO KERDOON (55-gal):	\$209.00 / drum * #
-- SOIL/SOLIDS (PPE, TRASH, DEBRIS, etc.) @ U.S. ECOLOGY (55-gal):	\$237.00 / drum * #

TRANSPORTATION & DISPOSAL – RCRA-HAZARDOUS

	<u>RATE</u>
-- SOIL/SOLIDS @ U.S. ECOLOGY - DIRECT LANDFILL (55-gal):	\$308.00 / drum * #
-- SOIL/SOLIDS @ U.S. ECOLOGY – STABILIZATION - METALS (55-gal):	\$319.00 / drum * #
-- SOIL/SOLIDS @ CLEAN HARBORS – INCINERATION (55-gal): (Up to 500 lbs/drum / Excess invoiced at \$1.00/lb)	\$924.00 / drum * #
-- GAS/WATER MIXTURE @ DeMENNO KERDOON (55-gal):	\$220.00 / drum * #
-- LIQUIDS @ DeMENNO KERDOON (55-gal):	\$253.00-\$330.00 / drum * #
-- LIQUIDS @ U.S. ECOLOGY (55-gal):	\$369.00 / drum * #

ASSOCIATED ITEMS

PROJECT MANAGEMENT & PROFILE FEE (also applies to Bulk Soil):	\$110.00-\$550.00 / project
DELIVERY OF EMPTY DRUMS (MILKRUN):	\$303.00-\$495.00 / trip
EMPTY "USED" STEEL DRUMS (55-gal):	No Charge
SALVAGE/OVERPACK DISPOSAL SURCHARGE (95-gal):	\$110.00 / drum #
SCRAPPING OF EMPTY STEEL DRUMS (55-gal):	\$ 28.00 / drum
ABSORBENT / SOLIDISORB (25 lb. Bag):	\$ 33.00 / bag
ONSITE TIME (TRANSFER OF WASTE):	\$110.00 / hour
HAND PUMP (for LIQUID WASTE TRANSFER):	\$ 23.00 / each
pH METER RENTAL:	\$ 22.00 / each
RIVET BUSTER (CUTTING OPEN DRUMS IN YARD):	\$110.00 / day
FedEx MANIFESTS (STANDARD OVERNIGHT):	\$ 22.00 / package

BESI maintains an inventory of empty "USED" Drums available for delivery to project sites. These Drums are to be used to contain only Non-Hazardous waste. Hazardous waste may not be transported in "USED" Drums. If BESI is being contracted to remove the waste, these drums will be provided at no cost (free), other than delivery charges.

** Site Set-up Fee (\$110.00): Any drum removal event with < 5 drums will be charged a \$110.00 Site Set-up Fee (in addition to the per drum rate).*

Rates are based on current disposal facility pricing, are subject to change if disposal facility rates increase.

Rates for other waste will be quoted upon request on a project specific basis.

2016
RATE SCHEDULE
(Non-Prevailing Wage)

Exclusively for
BURNS & MCDONNELL/
LOS ANGELES COUNTY DEPT. OF PUBLIC WORKS

Effective August 1, 2016

All rates subject to FUEL SURCHARGE when in effect (see Page 6)

TRANSPORTATION & DISPOSAL
OF WASTE CONTAINED IN DRUMS

DRUM TRUCK/FLATRACK TRUCK RATES (Operated)

(Minimum = 4.0 hours)

<u>UNIT TYPE</u>	<u>RATE</u>
Drum Truck with Lift Gate:	\$110.00 / hour
Drum Truck with Lift Gate (Overtime):	\$132.00 / hour
Drum Truck with Lift Gate (Double-Time):	\$143.00 / hour

STRAIGHT-TIME:

First 8.0 hours worked between the hours of 5:00 a.m. and 6:00 p.m., Mon. -Fri.

OVERTIME RATE:

Any time worked over 8.0 hours in a workday, and any time before 5:00 a.m. or after 6:00 p.m., Monday through Friday. And, the first 12.0 hours worked on Saturday at the request of BURNS & MCDONNELL.

DOUBLE-TIME RATE:

Any time worked over 12.0 consecutive hours in a workday. Any time worked on Sundays or Holidays at the request of BURNS & MCDONNELL.

ASSOCIATED ITEMS

RATE

NEW STEEL DRUMS (EMPTY)

NEW - 15-Gal UN/DOT OPEN-TOP (w/ PLAIN LID):	\$ 77.00 / drum
NEW - 15-Gal UN/DOT CLOSED-TOP:	\$ 66.00 / drum
NEW - 30-Gal UN/DOT CLOSED-TOP:	\$ 65.00 / drum
NEW - 55-Gal UN/DOT CLOSED-TOP:	\$ 80.00 / drum
NEW - 55-Gal UN/DOT OPEN-TOP (w/ BUNG):	\$ 90.00 / drum
NEW - 55-Gal UN/DOT OPEN-TOP (w/ PLAIN LID):	\$ 90.00 / drum

RECONDITIONED STEEL DRUMS (EMPTY)

RATE

RECON - 30-Gal UN/DOT OPEN-TOP (w/ PLAIN LID):	\$ 56.00 / drum
RECON - 55-Gal UN/DOT OPEN-TOP (w/ PLAIN LID):	\$ 47.00 / drum
RECON - 55-Gal UN/DOT CLOSED-TOP:	\$ 47.00 / drum
RECON - 55-Gal UN/DOT OPEN-TOP (w/ BUNG):	\$ 47.00 / drum

NEW POLY DRUMS (EMPTY)

RATE

NEW - 3.5-Gal Non-DOT PAIL:	\$ 32.00 / drum
NEW - 5-Gal UN/DOT PAIL:	\$ 39.00 / drum
NEW - 15-Gal UN/DOT OPEN-TOP:	\$ 67.00 / drum
NEW - 15-Gal UN/DOT CLOSED-TOP:	\$ 44.00 / drum
NEW - 55-Gal UN/DOT CLOSED-TOP:	\$ 64.00 / drum

RECONDITIONED POLY DRUMS (EMPTY)

RECON - 15-Gal UN/DOT OPEN-TOP:	\$ 46.00 / drum
RECON - 15-Gal UN/DOT CLOSED-TOP:	\$ 35.00 / drum
RECON - 30-Gal UN/DOT OPEN-TOP:	\$ 43.00 / drum
RECON - 30-Gal UN/DOT CLOSED-TOP:	\$ 35.00 / drum
RECON - 55-Gal UN/DOT OPEN-TOP:	\$ 59.00 / drum
RECON - 55-Gal UN/DOT CLOSED-TOP:	\$ 39.00 / drum
RECON - 55-Gal UN/DOT CLOSED-TOP (Opaque/Clear):	\$ 42.00 / drum

2016
RATE SCHEDULE
(Non-Prevailing Wage)Exclusively for
BURNS & MCDONNELL/
LOS ANGELES COUNTY DEPT. OF PUBLIC WORKS

Effective August 1, 2016

All rates subject to FUEL SURCHARGE when in effect (see Page 6)TRANSPORTATION & DISPOSAL
OF WASTE CONTAINED IN DRUMSASSOCIATED ITEMSRATEOVERPACKS / SALVAGE DRUMS (EMPTY)

NEW - 95-Gal POLY UN/DOT SALVAGE DRUM - OPEN-TOP:	\$314.00 / drum
NEW - 95-Gal STEEL UN/DOT SALVAGE DRUM - OPEN-TOP:	\$248.00 / drum
USED - 95-Gal STEEL/POLY SALVAGE DRUM (Non-UN/DOT)- OPEN-TOP:	\$138.00 / drum

MISC. CONTAINERS (EMPTY)

RECON - 250/275-Gal TOTE:	\$193.00 / tote
UN/DOT CUBIC-YARD BOX (EMPTY) w/ WOODEN PALLET:	\$ 96.00 / each
UN/DOT SUPERSACK (EMPTY):	\$ 39.00 / each
WOODEN PALLET:	\$ 22.00 / each

ADDITIONAL LABOR & EQUIPMENT RATESLABOR RATES

(Minimum = 4.0 Hours)

<u>CATEGORY</u>	<u>STRAIGHT-TIME</u>	<u>OVERTIME</u>	<u>DOUBLE-TIME</u>
Field Technician I:	\$ 72.00 / hour	\$ 83.00 / hour	\$ 94.00 / hour
Field Technician II:	\$ 83.00 / hour	\$ 99.00 / hour	\$116.00 / hour
Heavy Equipment Operator:	\$ 83.00 / hour	\$ 99.00 / hour	\$116.00 / hour
Project Manager:	\$ 94.00 / hour	\$116.00 / hour	\$138.00 / hour
Waste Consultant:	\$138.00 / hour	N/A	N/A

STRAIGHT-TIME:

First 8.0 hours worked between the hours of 5:00 a.m. and 6:00 p.m., Mon. -Fri.

OVERTIME RATE:

Any time worked over 8.0 hours in a workday, and any time before 5:00 a.m. or after 6:00 p.m., Monday through Friday. And, the first 12.0 hours worked on Saturday at the request of BURNS & MCDONNELL.

DOUBLE-TIME RATE:

Any time worked over 12.0 consecutive hours in a workday. Any time worked on Sundays or Holidays at the request of BURNS & MCDONNELL.

EQUIPMENT RATES (Non-Operated)

(Minimum = 4.0 hours)

<u>UNIT TYPE</u>	<u>RATE</u>	<u>UNIT TYPE</u>	<u>RATE</u>
Pickup Truck/Crew Truck:	\$28.00-\$55.00 / hour	Air Compressor Unit (Trailer):	\$358.00 / day
Pressure Washer (Cold Water):	\$165.00 / day	Generator:	\$215.00 / day
Response Truck:	\$605.00 / day	LEL Meter:	\$132.00 / day
Drum-it with Mini-Vac Unit:	\$688.00 / day	Double Diaphragm Pump:	\$248.00 / day
Drum-it (no Mini Vac Unit):	\$165.00 / day	Forklift /	
		Loading Equipment:	Quoted upon request

2016
RATE SCHEDULE
(Non-Prevailing Wage)

Exclusively for
BURNS & MCDONNELL/
LOS ANGELES COUNTY DEPT. OF PUBLIC WORKS

Effective August 1, 2016

All rates subject to FUEL SURCHARGE when in effect (see Page 6)

TRANSPORTATION & DISPOSAL
OF BULK LIQUIDS BY VACUUM TRUCK

BULK DISPOSAL OF NON-HAZARDOUS OILY WATER (STANDARD) @ DeMENNO KERDOON

<u>DESCRIPTION</u>	<u>RATE</u>
Disposal Fee:	\$ 0.67/gallon #
Disposal Solids Surcharge:	\$ 3.48/gallon #
Truck Washout Fee:	\$358.00/washout #

BULK DISPOSAL OF HAZARDOUS OILY WATER (STANDARD) @ DeMENNO KERDOON

<u>DESCRIPTION</u>	<u>RATE</u>
Disposal Fee:	\$ 0.72/gallon #
Disposal Solids Surcharge:	\$ 3.61/gallon #
Truck Washout Fee:	\$358.00/washout #

#Rates are based on current disposal facility pricing, are subject to change if disposal facility rates increase.

DISPOSAL OF OTHER BULK LIQUIDS

Rates will be quoted upon request on a project specific basis

VACUUM TRUCK RATES (Operated)

(Minimum = 4.0 hours)

<u>UNIT /EQUIPMENT TYPE</u>	<u>STRAIGHT-TIME</u>	<u>OVERTIME</u>	<u>DOUBLE-TIME</u>	<u>NIGHT WORK</u>
Vacuum Truck 70 BBL Mild Steel:	\$ 102.00 / hour	\$118.00 / hour	\$145.00 / hour	\$145.00 / hour
Vacuum Truck 100 BBL Mild Steel:	\$106.00 / hour	\$128.00 / hour	\$156.00 / hour	\$156.00 / hour

ASSOCIATED ITEMS

PROJECT MANAGEMENT & PROFILE FEE:	\$110.00-\$550.00 / project
Surge Block:	\$ 32.00 / day
PVC Stingers / Schedule 40 – 1" Standard (10-ft section):	\$ 19.00 / each
PVC Stingers / Schedule 40 – 1/2" or 3/4" Special In-Line (10-ft section):	\$ 27.00 / each
PVC Stingers / Schedule 40 – 1" Special In-Line (10-ft section):	\$ 29.00 / each
PVC Stingers / Schedule 40 – 1 1/2" Special In-Line (10-ft section):	\$ 32.00 / each
PVC Stingers / Schedule 40 – 2" Special In-Line (10-ft section):	\$ 35.50 / each
Air Assist / Deep Wells:	\$ 38.00 / well

STRAIGHT-TIME:

First 8.0 hours worked between the hours of 5:00 a.m. and 6:00 p.m., Mon. -Fri.

OVERTIME RATE:

Any time worked over 8.0 hours in a workday, Monday through Friday. And, the first 12.0 hours worked on Saturday at the request of BURNS & MCDONNELL.

DOUBLE-TIME RATE:

Any time worked over 12.0 consecutive hours in a workday. Any time worked on Sundays or Holidays at the request of BURNS & MCDONNELL.

NIGHT WORK:

Any time worked that starts after 6:00 p.m. and/or before 5:00 a.m. at the request of BURNS & MCDONNELL.

Belshire Environmental Services, Inc.

Fuel Surcharge Rates

The following rate tables were established in response to escalating diesel fuel prices. The surcharges are based on weekly diesel fuel rates determined by the Energy Information Administration (EIA). Standard Rates will be adjusted upward/downward as diesel rates rise/fall. If diesel fuel rates exceed the fuel ranges shown in the tables, the surcharges will follow the linear trends established in these tables. Adjustments to the surcharges will be made on a weekly basis, based on the current diesel fuel price for that week.

TRANSPORTATION EQUIPMENT: The Fuel Surcharge Rates shown in the table below apply to all transportation equipment on our Rate Schedule, except for vacuum trucks.

Fuel Range			Surcharge
\$1.92	-	\$2.01	7.00%
\$2.02	-	\$2.11	8.00%
\$2.12	-	\$2.21	9.00%
\$2.22	-	\$2.31	10.00%
\$2.32	-	\$2.41	11.00%
\$2.42	-	\$2.51	12.00%
\$2.52	-	\$2.61	13.00%
\$2.62	-	\$2.71	14.00%
\$2.72	-	\$2.81	15.00%
\$2.82	-	\$2.91	16.00%
\$2.92	-	\$3.01	17.00%
\$3.02	-	\$3.11	18.00%

Fuel Range			Surcharge
\$3.12	-	\$3.21	19.00%
\$3.22	-	\$3.31	20.00%
\$3.32	-	\$3.41	21.00%
\$3.42	-	\$3.51	22.00%
\$3.52	-	\$3.61	23.00%
\$3.62	-	\$3.71	24.00%
\$3.72	-	\$3.81	25.00%
\$3.82	-	\$3.91	26.00%
\$3.92	-	\$4.01	27.00%
\$4.02	-	\$4.11	28.00%
\$4.12	-	\$4.21	29.00%
\$4.22	-	\$4.31	30.00%

Fuel Range			Surcharge
\$4.32	-	\$4.41	31.00%
\$4.42	-	\$4.51	32.00%
\$4.52	-	\$4.61	33.00%
\$4.62	-	\$4.71	34.00%
\$4.72	-	\$4.81	35.00%
\$4.82	-	\$4.91	36.00%
\$4.92	-	\$5.01	37.00%
\$5.02	-	\$5.11	38.00%
\$5.12	-	\$5.21	39.00%
\$5.22	-	\$5.31	40.00%
\$5.32	-	\$5.41	41.00%
\$5.42	-	\$5.51	42.00%

DRUMS: A fuel surcharge is added to our standard Drum rates based on the table below. A fuel surcharge rate will be added based on the number of drums removed from the site on any single drum removal trip. A minimum charge of 4 drums will be charged on any drum removal trip.

Fuel Range			Surcharge Per Drum
\$2.01	-	\$2.50	\$2.50
\$2.51	-	\$3.00	\$4.00
\$3.01	-	\$3.50	\$5.00
\$3.51	-	\$4.00	\$6.25
\$4.01	-	\$4.50	\$7.50
\$4.51	-	\$5.00	\$8.75
\$5.01	-	\$5.50	\$10.00
\$5.51	-	\$6.00	\$11.25
\$6.01	-	\$6.50	\$12.50
\$6.51	-	\$7.00	\$13.75

Minimum Fuel Surcharge is based on four drums.

VACUUM TRUCKS: The Fuel Surcharge Rates shown in the table below apply to subcontracted vacuum truck and related equipment for projects in Southern California. Shown in the Surcharge column are the Surcharge for sites ≤ 140 miles from Orange County yard, followed by Surcharge for site > 140 miles from Orange County yard.

Fuel Range			Surcharge
\$1.92	-	\$2.61	0.0%
\$2.62	-	\$2.71	4.0% / 7.5%
\$2.72	-	\$2.81	5.0% / 7.5%
\$2.82	-	\$2.91	5.0% / 9.5%
\$2.92	-	\$3.01	6.0% / 9.5%

Fuel Range			Surcharge
\$3.02	-	\$3.11	7.0% / 11.5%
\$3.12	-	\$3.21	7.0% / 11.5%
\$3.22	-	\$3.31	8.0% / 13.5%
\$3.32	-	\$3.41	8.0% / 13.5%
\$3.42	-	\$3.51	9.0% / 15.5%

Fuel Range			Surcharge
\$3.52	-	\$3.61	10.0% / 15.5%
\$3.62	-	\$3.71	10.0% / 17.5%
\$3.72	-	\$3.81	11.0% / 17.5%
\$3.82	-	\$3.91	11.0% / 19.5%
\$3.92	-	\$4.01	12.0% / 19.5%

CORIOLIS ENTERPRISES, INC.

Environmental Services for Growing Business

Burns & McDonnell Consulting Agreement

SCHEDULE OF FEES AND LABOR RATES Los Angeles County DPW – 2016

<u>Labor Category</u>	<u>Rate (\$)</u>
Principal	171/hour
Senior Consultant/Engineer	149/hour
Consultant	116/hour
Associate Engineer/Geologist	105/hour
Health & Safety Specialist	99/hour
Field Technician	94/hour
CAD/Admin	66/hour
<u>Expenses</u>	
Vehicle	75/day

Other Direct Expenses at cost.

Price List

SERVICES: Consultation in irrigation management, soil science, plant nutrition, soil fertility, salinity management and soil reclamation provided. Crop loss claims and crop production problems are investigated. The laboratory provides analyses of soil, water, plant tissue, fertilizer and soil amendments for agricultural, domestic and environmental applications.

TURNAROUND TIME: Number of working days for reported results after sample is at Fresno lab, depending on the backlog. Allow extra time for sample shipment, report preparation and delivery.

TERMS: Net 30 days. New customers without established credit will be required to pay in advance.

PRICES: Listed prices are for samples submitted to the laboratory and subject to change without notice.

MINIMUM CHARGE: \$20.00

FEES PER HOUR: Consultation	\$94.00 - \$176.00
Legal Testimony	\$220.00 - \$396.00
Research Staff	\$88.00
Sample Collection (Portal to Portal)	\$88.00
Support Staff	\$88.00

QUALITY CONTROL DOCUMENTS: Mark your paperwork correctly if this is needed. Emailed copies are at no charge. You will be charged for hard copies: 1-20 pages-\$3.30; 21-100 pages-\$5.50 & each 20 pages over 100-\$2.20

DISCOUNTS: Available for volume and contractual work

SAMPLING: Sampling services are available upon request. Sample containers provided at no charge. Some supplies are available for purchase.

SAMPLE STORAGE: After analyses soil and tissue samples are stored for 30 days; water is stored for 21 days. If requested, samples can be held longer for a monthly storage fee of \$5.50 per sample.

RUSH SAMPLES: Results required in less than normal turnaround time are "rush". Rush samples must be authorized by the Laboratory Supervisor. A 100% surcharge will be applied in most cases. For 24 to 48-hour turnaround 200% surcharge may result. Weekend or holiday work requires individual quotes.

FOREIGN SAMPLES: We are authorized to receive imported soil & plant tissue for analyses. As these samples require special handling, there is an extra \$6.60 charge per sample for 15 samples or less. For larger groups, special handling charges will be quoted.

HAZARDOUS MATERIAL SAMPLES: These will be returned to client for disposal.

REFERENCES: *S or B* - Soil, Plant and Water Reference Methods for the Western Region, 3rd ed., 2005
SM - Standard Methods for the Examination of Water and Wastewater, 22nd ed.
Hndbk - Diagnosis and Improvement of Saline and Alkali Soils, Handbook 60, L.A. Richards, 1954
SSSA - Soil Science Society of America Book Series, No. 5, 1996
AOAC-Association of Official Analytical Chemists
TMECC-Test Methods for the Examination of Composting and Compost
RMMA-Recommended Methods of Manure Analysis
CDFA- California Department of Food & Agriculture, Feed & Fertilizer, July 1988, 3D: Gypsum, Method A
02.18.16

SOIL ANALYSIS

COST PER
SAMPLE WORK
DAYS

Basic Fertility:

BF1: NO ₃ -N, PO ₄ -P, K, Zn	\$35.00	4
BF2: NO ₃ -N, PO ₄ -P, K, pH _s	39.00	4
BF3: BF1 plus extractable Ca, Mg, Na	37.00	4

Fertility Assay:

FA1: Fertility Assay 1	53.00	5
SP, pH _s , EC _e , Ca, Mg, Na, ESP, B, GR or LR (buffer pH), NO ₃ -N, PO ₄ -P, K, Zn		
FA2: Fertility Assay 2	66.00	5
FA1 plus DTPA extractable Mn, Fe, Cu and ammonium acetate extractable Ca, Mg, Na expressed as meq/100 g		
FA3: Fertility Assay 3	68.00	5
FA2 plus <i>estimated</i> CEC, extractable Ca, Mg, K and Na expressed as percentage of <i>estimated</i> CEC		
FA3: Plus OM	88.00	5
FA4: Fertility Assay 4	96.00	7
FA2 plus measured CEC, estimated exchangeable acidity and cations expressed as percentage of measured CEC		

MA1: Mechanical Analysis: Sand, Silt, Clay, Textural Class \$14.10	33.00	6
MA2: MA1 plus Organic Matter, Moisture, CEC	83.00	8

Sodium & Salinity Assay: SP, pH_s, EC_e, Ca, Mg, Na, ESP, B, GR or LR50.00 5

Heavy Metals (40CFR Part 503): As, Cd, Cr, Pb, Mo, Ni, Se, Zn, Hg194.00 15
(As, Pb, Hg, Se: 15 working days)

FERTILIZER ANALYSIS

FRT1: Nitrogen B2.20	55.00	4
FRT2: N, P, P ₂ O ₅ , K, K ₂ O, Al, As, Ba, B, Cd, Cr, Co, Cu, Fe, Pb, Li,220.00: Mg, Mn, Hg, Mo, Ni, P, K, Se, Si, Ag, Na, Sr, S, Sn, Ti, V, Zn		10

WATER ANALYSIS

Agricultural

<u>Ag Suitability</u> (250 ml plastic)	79.00	5
pH, EC, Cl, HCO ₃ +CO ₃ , SO ₄ , NO ₃ -N, SAR, SAR _{adj} , LI (Langelier Index), Ca, Mg, B, Na, Fe, Mn		

Domestic Analysis

<u>General Mineral</u> (1 liter plastic)	\$198.00	10
Alkalinity (OH, CO ₃ , HCO ₃), EC, SO ₄ , Cl, pH, MBAS, TDS, Hardness, Corrosivity, Ca, Mg, Na, Fe, Mn, Cu, Zn		
<u>General Physical:</u> Color, Odor, Turbidity (1 liter glass)	36.00	3



Intrinsik
1608 Pacific Avenue, Suite 201
Venice, CA 90291
Phone: 310.392.6462
www.intrinsik.com

Intrinsik Rates

Employee	Hourly Rate
Charles Lambert, PhD, DABT Toxicologist	\$275/hr

TO: BURNS & MCDONNELL/COUNTY OF LOS ANGELES

[illegible]



AS-NEEDED ENVIRONMENTAL ASSESSMENT, REMEDIATION,
AND COMPLIANCE SERVICES
CONSULTANT SERVICES AGREEMENT
FEE SCHEDULE - 2016

LABOR CLASSIFICATION	HOURLY RATE ^(a)	
Professional Geologist	\$	154
Professional Engineer	\$	165
Biologist	\$	160
Environmental Engineer	\$	154
Project Engineer/ GIS Specialist	\$	107
Lead Inspector ^(b)	\$	160
Inspector ^(b)	\$	151
CAD Technician	\$	105
Administrative Assistant/Clerical	\$	88

Notes:

The rate is for regular 8-hours straight time work shift. Overtime work will be subject to overtime premium in accordance with the state labor laws and billed as follows:

- ◆ 1.20 times straight time rate for overtime (1.5 premium over straight time)
- ◆ 1.40 time straight time rates for double time (2 time premium over straight time).



Drilling Company Name: Martini Drilling Corp
 Address: 15571 Chemical Ln Huntington Beach Ca 92649
 Telephone: 714-715-2715
 Fax: 714-373-6322
 Contact: Darin Martini (owner)

Burns & McDonnell LAWDP: AED7739996

Standard Mob-Demob per day 50 mile Radius La County
 Travel Per Day to & From Job Each Day

Hollow Stem Drilling Rig per Day 8hr Travel Seperate Charge
 Vac master 4000 Pw per Day 8hr Travel Seperate Charge
 Geoprobe 6600 Reg per Day 8hr Travel Seperate Charge
 Concrete Coring up to 12" core Each
 Bulldog Bit Concrete Ea
 Saw Cutting up to 10" Each
 Poly tube for Soil Sample ea Geoprobe
 Certified Payroll Sheets per week
 All Equipment Have A 6 Hr Onsite Min Charge Travel Seperate Charge
 Overtime Charge Over 8hr Work Day onsite pw 2 man crew
 Regular day nite & Saturday
 3 Man Crew is needed add
 NO Sunday Work if needed per hr 6hr min Travel,Separate Charge

Additional Line Cost Items
 Cookie cut Asphalt & 8",12" well box Installation
 Steam Cleaner (Per Day)
 Service Truck (Per Day)
 55 Gallon Dot Drums ea
 Traffic Control Arrow Board Rental (Per Day)
 Per Diem Day/Man over 50 mile ea
 Poly tubing per foot
 vapor stone & Caps
 4ft liner & Caps for geoprobe
 Brass Liners & caps ea
 Stainless-Steel Liners & Caps
 Grout Well Portland Mix per foot
 Asphalt,concrete,sand or chips ea
 Pvc 2"
 Pvc 4"
 Pvc Bottom And Locking Cap
 2" Pump & Generator Rental per day
 Water Meter & Hurba Kit per day
 Clean Hose Per Foot
 Well Development Per Hour Rig with 6hr min Travel Seperate Charge per day
 Bob Cat Rental per day
 Forklift Rental per day
 In And Out on rental Delivery per hour
 Level C Upgrade per hour
 Certify Payroll Admin per week
 PW rate add to man hours

Borehole Depth	Borehole Depth	Borehole Depth
792.00		
198.00	Per Hour	
3080.00		
3080.00		
3080.00		
99-302.50		
165		
99-302.50		
9.35		
71.5		
495.00	Per hour	
968.00	Per Day	
770.00	Per Hour	
275.00		
165.00		
330.00		
77.00		
880.00		
192.50		
1.38		
38.50		
9.35		
19.25		
10.45		
9.90		
27.50		
12.10		
15.40		
49.50		
715.00		
220.00		
1.65		
385.00		
495.00		
385.00		
110.00		
110.00		
71.5		
0.76		

All out side material or subcontractor or equipment not listed cost

Note: PW Rate to Change Per Labor guidelines
 Revised 6-30-2017

SCHEDULE OF FEES

HOURLY CHARGES FOR PERSONNEL

Principal Engineer/Geologist/Environmental Scientist	\$ 196
Senior Engineer/Geologist/Environmental Scientist.....	\$ 185
Senior Project Engineer/Geologist/Environmental Scientist.....	\$ 179
Project Engineer/Geologist/Environmental Scientist.....	\$ 172
Senior Staff Engineer/Geologist/Environmental Scientist.....	\$ 156
Staff Engineer/Geologist/Environmental Scientist.....	\$ 139
GIS Analyst	\$ 128
Field Operations Manager	\$ 123
Supervisory Technician	\$ 108
Nondestructive Examination Technician, UT, MT, LP	\$ 108
ACI Concrete Technician.....	\$ 108
Concrete/Asphalt Batch Plant Inspector.....	\$ 108
Special Inspector (Concrete, Masonry, Steel, Welding, and Fireproofing).....	\$ 108
Senior Field/Laboratory Technician.....	\$ 101
Field/Laboratory Technician	\$ 101
Technical Illustrator/CAD Operator.....	\$ 101
Information Specialist.....	\$ 86
Geotechnical/Environmental/Laboratory Assistant	\$ 84
Data Processing, Technical Editing, or Reproduction.....	\$ 75

OTHER CHARGES

Concrete Coring Equipment (includes one technician)	\$ 176 /hr
PID/FID Usage.....	\$ 154 /day
Anchor load test equipment (includes technician)	\$ 107 /hr
Hand Auger Equipment.....	\$ 72 /day
Inclinometer Usage	\$ 44 /hr
Vapor Emission Kits.....	\$ 44 /kit
Level D Personal Protective Equipment (per person per day)	\$ 33 /p/d
Rebar Locator (Pachometer).....	\$ 33 /hr
Nuclear Density Gauge Usage.....	\$ 17 /hr
Field Vehicle Usage.....	\$ 13 /hr
Direct Project Expenses.....	Cost plus 15 %
Laboratory testing, geophysical equipment, and other special equipment provided upon request.	

NOTES (Field Services)

For field and laboratory technicians and special inspectors, regular hourly rates are charged during normal weekday construction hours. Overtime rates at 1.5 times the regular rates will be charged for work performed outside normal construction hours and all day on Saturdays. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day or on Sundays and holidays. Lead time for any requested service is 24 hours. Field Technician rates are based on a 4-hour minimum. Special inspection rates are based on a 4-hour minimum for the first 4 hours and an 8-hour minimum for hours exceeding 4 hours. Field personnel are charged portal to portal.

NINYO & MOORE SCHEDULE OF FEES - EQUIPMENT

Drilling/Excavation/Soil Sampling			Rate	Unit
Hand Auger/Core Sampler Kit	@	\$	44.00	day
Sample Rings, Teflon, 2 Plastic End Caps	@	\$	6.60	each
Encore Samples (EPA Method 5035)	@	\$	50.00	set
Quick Syringe Samples (EPA Method 5035)	@	\$	31.00	set
GasTech Multigas Meter	@	\$	66.00	day
12" Diameter EMCO Weaton Well Box	@	\$	385.00	each
Visqueen Plastic Liner - 100 ft roll	@	\$	88.00	roll
Asphalt Patch (50 pound bag)	@	\$	28.00	bag
Concrete, Rapid Set (60 pound bag)	@	\$	7.70	bag
Bentonite Chips (50 pound bag)	@	\$	28.00	bag
U/G pipe and cable locator	@	\$	77.00	day
PID	@	\$	154.00	day
FID	@	\$	154.00	day
4-Gas Meter	@	\$	165.00	day
XRF Analyzer (for metals in soil surveys)	@	\$	688.00	day
GPS Unit	@	\$	253.00	day
Groundwater Monitoring			Rate	Unit
Elec. Water Level Meter	@	\$	83.00	day
Oil/Water Interface Probe	@	\$	110.00	day
pH/Cond/Temp/Redox Meter	@	\$	121.00	day
Turbidity Meter	@	\$	39.00	day
Stainless Steel 3-3/8" Bailer	@	\$	28.00	day
PVC 1-3/8" Bailer	@	\$	13.00	day
Disposable Water Sample Bailers	@	\$	11.00	each
Disposable VOC Bailer Tips	@	\$	4.40	each
Disposable 0.45 Micron Filter	@	\$	19.00	each
Nylon String	@	\$	7.70	roll
Drum Dolly	@	\$	44.00	day
DOT 17H 30- and 55-gal Drums	@	\$	83.00	each
3/8" Poly Tubing	@	\$	0.39	foot
Peristaltic Pump/MicroPurge Pump	@	\$	61.00	day
Pump Controller/Compressor/Battery	@	\$	132.00	day
Bladder/Grab Plate	@	\$	17.00	each
Polyethylene checkvalves	@	\$	39.00	each
Hazardous Building Material Survey			Rate	Unit
HBMS Sampling Equipment	@	\$	28.00	day
Air Sampling Equipment	@	\$	55.00	day
XRF Analyzer (for lead based paint/lead containing surfaces surveys)	@	\$	440.00	day
Wipe Sample Kit	@	\$	5.50	each
Roto-Hammer Drill	@	\$	110.00	day
Drill Bits	@	\$	61.00	each
Delmhorst Moisture Meter	@	\$	55.00	day
Level C Personal Protective Equipment	@	\$	95.00	person-day
Level D Personal Protective Equipment	@	\$	32.00	person-day
Manual Soil Gas/Methane Survey			Rate	Unit
Soil Gas Probe Installation Kit	@	\$	330.00	day
1/4" Teflon Tubing	@	\$	0.83	foot
1/4" Nylaflow Tubing	@	\$	0.55	foot
Disposable Tip	@	\$	6.33	each
Other Equipment			Rate	Unit
Field Vehicle	@	\$	13.00	hour
Personal Wind Monitor	@	\$	17.00	day
Generator	@	\$	88.00	day
Weather Station	@	\$	33.00	day
Dust Monitor (personal hand held)	@	\$	88.00	day

Notes:

Weekly equipment rates will be charged at 4 times the daily rate, monthly equipment rates will be charged at 2 times the weekly rate.

ODCs not presented will be provided at cost.

Fee Schedule - Valid until December 31, 2016



Test Description	Method	Cost
Volatile Organics		
Volatiles Full List	EPA 8260B	\$71.50
Volatiles HVOC List	EPA 8260B	\$66.00
BTEX with MTBE (GC/MS)	EPA 8260B	\$55.00
TPH GRO	EPA 8015B	\$38.50
TPH Gasoline	LUFT	\$38.50
1,4-Dioxane (GC/MS SIM)	EPA 8260 M SIM	\$99.00
EPA 5035 Smart Kit	EPA 5035	\$13.20
Semi-Volatile Organics		
TEPH DRO (Diesel)	EPA 8015B	\$49.50
TEPH Diesel	LUFT	\$49.50
TEPH other Fuels (Stoddard, Bunker, Jet, Etc)	EPA 8015B	\$55.00
TEPH Carbon Chain C7-C40 or C7- C44	EPA 8015B	\$71.50
Pesticides	EPA 8081A	\$99.00
PCBs	EPA 8082	\$66.00
PAHs	EPA 8310	\$110.00
SVOCs	EPA 8270C	\$148.50
Silica Gel Clean-up	EPA 3630C	\$19.80

Test Description	Method	Cost
Others		
pH	EPA 9045/SM 2540-H-B	\$16.50
Flashpoint	EPA 1010	\$55.00
Title 22 Metals	6010B/7470A/7471A	\$93.50
RCRA Metals	6010B/7470/7471	\$77.00
STLC Extraction	WET	\$44.00
TCLP Extraction	EPA 1311	\$44.00
Single Element	EPA 6010B	\$16.50

Rush Surcharges - from date received at laboratory

Next Day 24 hour	100%
2 day 48 hour	50%
3 day 72 hour	25%

Courier Services - available Monday through Friday

Within 150 miles of Service Center location	No charge with 24 hours notice
Outside 150 mile radius	Call to confirm cost with 24 hours notice
Same day pick-up Emergency	Charged at cost, call to confirm

Signal Hill Lab receiving hours: Monday - Friday 7:00 AM - 7:00 PM

Address: 2702 E. Willow Street, Signal Hill, CA 90577

Please contact us with specific project scope for cost-effective pricing.

ENVIRONMENTAL PLANNING AND RESOURCE MANAGEMENT

<u>PROFESSIONAL CLASSIFICATION</u>	<u>HOURLY BILLING RATE</u>
Principal-in-Charge	\$231 – \$264
Technical Discipline Manager ¹	\$176 – \$231
Senior Planner/Senior Project Manager	\$143 – \$220
Principal Investigator of Archaeology or Paleontology	\$132 – \$160
Senior Biologist/Senior Ecologist	\$121 – \$182
Senior Restoration Ecologist	\$138 – \$154
Project Manager	\$132 – \$160
Air Quality/GHG/Noise Specialist	\$138 – \$149
Technical Analyst	\$105 – \$138
Planner/Assistant Project Manager	\$99 – \$127
Archaeologist/Paleontologist	\$88 – \$132
Ecologist/Biologist	\$99 – \$132
Field Monitor (depending on expertise)	\$77 – \$143
Cultural Resources Technician	\$72 – \$99
GIS Manager	\$143
GIS Specialist	\$110 – \$127
Graphic Artist	\$110
Project Assistant	\$88 – \$94
Technical Writer/Editor	\$99 – \$110
Administrative Assistant	\$83 – \$94

REIMBURSABLE COSTS

Reprographics (Outside)	at cost
Reprographics (Inside)	Request Printing fee sheet
Other Out-of-pocket Expenses	at cost
Subconsultants	at cost
Plotting:	
Field Maps	\$2.75 per sq ft
Display/Oversized/High Quality Graphics	\$11 per sq ft
Aerial Maps: Less than 500 acres	\$220
Aerial Maps: 500–1,500 acres	\$385
Aerial Maps: Greater than 1,500 acres	\$550

¹ Air Quality and Greenhouse Gas Emissions, Noise, Biological Resources, Regulatory Permitting, Habitat Restoration, Cultural Resources, Water Quality



SCST, Inc.
Schedule of Fees for Professional Services –
California Prevailing Wage – San Diego
Effective January 1, 2016

SCST, Inc.
Corporate Headquarters
 6280 Riverdale Street
 San Diego, CA 92120
 P 619.280.4321
 T 877.215.4321
 F 619.280.4717
 W www.scst.com

PROFESSIONAL SERVICES

Professional (Engineering, Geology, Environmental)

Principal Professional	\$191
Senior Professional	171
Senior Project Manager.....	172
Project Professional	127
Staff Professional.....	106
Drafter	85

Technician & Inspector

Quality Control Specialist	\$96
Lab Technician	90
Building Inspector	90
Group 1.....	117
Group 2.....	121
Group 3	125
Coring.....	139

Project Management

Senior Project Manager	\$172
Project Manager	136
Administrative Assistant	61

Travel and Miscellaneous

Pick Up.....	\$73/trip
Travel Time	Hourly Rate

Per Diem (variable, depending on location)	Quote
Prevailing Wage Hourly Surcharge for Technicians and Inspectors per California Labor Code §720, et. Seq	Quote

Overtime (in excess of eight hours up to twelve hours in a single day) and Saturday Rate	1.5 x Regular Hourly Rate
Sunday, 12 hours a day overtime, and Nationally Recognized Holiday Rate (including the day after Thanksgiving)	2 x Regular Hourly Rate
Rush Surcharge.....	normal rate plus 50%
Field services will be charged from portal to portal	

LABORATORY TESTS

Soil and Aggregate

Absorption Coarse Aggregate (Cal 206, ASTM C127)	\$42
Absorption Fine Aggregate (Cal 207, ASTM C128).....	42
California Bearing Ratio includes Max Density Method C (ASTM D854).....	680
California Impact (Cal 216)	227
Chloride Ion Testing (Cal 422)	165
Clay Lumps in Aggregate/Per Size (ASTM C142)	165
Cleanness Value – 1” and Smaller (Cal 227)	220
Cleanness Value – Larger than 1’ (Cal 227)	248
Consolidation (ASTM D2435)	220
Corrosivity Testing (Soluble Chlorides and Sulfates, pH and Resistivity)	206
Crushed Particles/Size (Cal 205, ASTM D693)	133
Direct Shear (ASTM D3080).....	229
Durability Factor (Cal 229, ASTM D3744)	107

Soil and Aggregate - Continued

Durability Index (Cal 229, ASTM D3744).....	246
Expansion Index (ASTM D4289).....	195
Fine Aggregate Angularity (AASHTO T304)	\$220
Fineness Modulus (ASTM C136)	26
Flat & Elongated Pieces/Size (ASTM D4791)	193
Hydrometer (Cal 203, ASTM D422).....	121
Light Weight Pieces (ASTM C123)	193
Liquid Limit (Cal 204, ASTM D4318)	64
Los Angeles Abrasion – larger than 1 1/2” (Cal 211, ASTM C535).....	261
Los Angeles Abrasion – 1 1/2” and smaller (Cal 211, ASTM C131)	246
Maximum Density Check Point (ASTM D698/D1557)	97
Maximum Density/Optimum Moisture - 4” (ASTM D1557).....	220
Maximum Density/Optimum Moisture - 4” (ASTM D698).....	220
Maximum Density/Optimum Moisture - 6” (ASTM D1557).....	242
Maximum Density/Optimum Moisture - 6” (ASTM D698).....	220
Minimum Density (ASTM D1556)	81
Moisture Content (Cal 226, ASTM C566, ASTM D2216)	39
Natural Density –Chunk Sample (ASTM D2937)	45
Natural Moisture/Density Ring or Core Sample (ASTM D2937)	39
Organic Impurities (Cal 213, ASTM C40)	99
Organic Matter (ASTM D2974)	83
Percent Finer than #200 (ASTM C117, ASTM D1140).....	77
Permeability Remold Sample includes Maximum Density (ASTM D2434)	440
Permeability Remold Sample includes Maximum Density (ASTM D5084)	616
Permeability Undisturbed Sample (ASTM D5084).....	396
Petrographic Analysis (Cal 215, ASTM C295)	Quote
pH & Resistivity (Cal 643, ASTM G51)	139
Plastic Limit (Cal 204, ASTM D4318)	76
Plasticity Index (Cal 204, ASTM 4318)	140
Potential Reactivity (ASTM C289)	242
Residual Shear (ASTM D6467)	486
Rock Correction (ASTM D4718)	29
R-Value (Cal 301, ASTM D2844)	304
Sand Equivalent (Cal 217, ASTM D2419)	97
Sieve Analysis (Cal 202, ASTM C136, ASTM D422)	99
Sieve Analysis Pit Sample (Cal 202, ASTM C136)	141
Sieve Analysis with Hydrometer (Cal 203, ASTM D422).....	220
Soil Cement Compression Strength (Cal 312, ASTM D1633)	55
Soil Cement Cylinder Fabrication (Cal 312, ASTM D1632)	110
Soluble Chlorides (Cal 422)	68
Soluble Sulfate (Cal 417)	68
Soundness 5 Cycles/Size (Cal 214, ASTM C88).....	132
Specific Gravity Coarse Aggregate (Cal 206, ASTM C127)	76
Specific Gravity Fine Aggregate (Cal 207, ASTM C128)	81
Triaxial Shear Consolidated-Undrained (ASTM D4767).....	363
Triaxial Shear Unconsolidated-Undrained (ASTM D2850).....	165
Triaxial Staged Consolidated-Undrained (ASTM D4767)	462
Triaxial Staged Unconsolidated-Undrained (ASTM D2850)	231
Unconfined Compression (ASTM D2166)	178
Unit Weight Aggregate (Cal 212, ASTM C29)	88

Asphalt Concrete

Asphalt Conformance Testing Full (inc. % Bitumen, SA Extracted, (2) Hveem, Maximum Theoretical, (2) Stabilometer Value)	\$916
Asphalt Conformance Testing Modified (inc. % Bitumen, SA Extracted, (2) Hveem)	512
Asphalt Core Specific Gravity (Cal 308, ASTM D2726)	64
Asphalt Core Specific Gravity Waxed (Cal 308, ASTM D1188)	81
Emulsion Content (CTM 382)	196
Film Stripping (Cal 302)	196
Gyratory Compacted Plug (AASHTO T312)	146
Hamburg Wheel-Plant Produced HMA (AASHTO T324/Cal-Trans Section 39).....	990
Hveem – Maximum Bulk Specific Gravity (Cal 308)	146

Asphalt Concrete - Continued

Hveem & Stabilometer Value (Cal 366)	\$185
Ignition Oven Correction Factor (AASHTO T308)	550
Marshal Density, Stability & Flow (ASTM D6927) per plug	185
Marshal Density (ASTM D6926) per plug	146
Moisture Content of Asphalt Mixtures Using Microwave (Cal 370)	55
Moisture Vapor Susceptibility (Cal 307)	285
Optimum Bitumen Content (Cal 367)	3,410
Percent Bitumen Asphaltic Concrete (Cal 382, ASTM D6307)	201
Rice - Maximum Theoretical Specific Gravity AC (Cal 309, ASTM D2041)	146
Sieve Analysis – Extracted Aggregate (Cal 382, ASTM D5444)	98
Stability and Flow (ASTM D1559)	162
Stabilometer Value (Cal 366)	162
Superpave Aggregate Qualities (Standard Cal-Trans Section 39 Requirements)	1,155
Superpave Mix Design-No RAP testing or Aggregate Qualities (AASHTO R35/Cal-Trans Section 39)	7,370
Superpave RAP Testing-Fractionated (ASTM D2172/AASHTO T308/Cal-Trans Section 39)	6,270
Superpave RAP Testing-Not Fractionated (ASTM D2172/AASHTO T308/Cal-Trans Section 39)	3,135
Swell Asphalt Concrete (Cal 305, ASTM D1561)	162
Tensile Strength Ratio-Plant Produced HMA (AASHTO T283)	990
Wet Track Abrasion (ASTM D3910)	314

Concrete

2X2 Cube Compression	\$30
Concrete Core Compression (ASTM C42)	65
Concrete Cylinder Compression (Cal 521, ASTM C39)	30
Flex Beam Modulus of Rapture (Cal 523, ASTM C78)	81
Modulus Elasticity (Cal 522, ASTM C469)	287
Shotcrete Mockup Panel (ASTM C1140)	1144
Shotcrete Panel, 3 Cores – Compression (CBC)	319
Shrinkage-Hardened Concrete (ASTM C157 - Modified)	408
Split Tensile, Concrete Cylinder (ASTM C496)	81
Time of Set (ASTM C403)	220
Trial Batch Beam (Cal 523, ASTM C192)	76
Trial Batch Concrete Cylinder (Cal 521, ASTM C192)	42
Trial Batch Fabrication (ASTM C192)	328
Unit Weight, Hardened Concrete (ASTM C642)	50
Unit Weight, Lightweight Concrete (ASTM C567)	65

Masonry

Absorption Block (ASTM C140)	\$42
Compression Adobe	57
Compression Block, Standard (ASTM C140)	55
Compression, Brick (ASTM C67)	42
Efflorescence Block	65
Efflorescence, Brick (ASTM C67)	50
Grout Prism Compression (ASTM C1019)	30
Masonry Core Compression (ASTM C42)	56
Masonry Core Shear (CBC 2105A.4)	101
Masonry Prism Compression (ASTM E447)	164
Mortar Bond Strength – Pull Test (ASTM C482)	68
Mortar Cylinder Compression	30
Mortar Shear Strength (ANSI 118)	58
Relative Mortar Strength (Cal 515)	58
Shrinkage – Masonry Block (ASTM C426)	277
Trial Grout Prisms (ASTM C942)	42
Water Retention and Air Content (ASTM C270)	515

Metal

Bend Test, Reinforcing Steel (ASTM A615)	\$50
Bend Test, Structural Steel (ASTM A370)	66
Bolt Assembly – Hardness Test	81
Bolt Assembly – Tensile & Proof Load Test	81
Modulus of Elasticity (Steel)	161
Post-Tension Tendon Tensile Testing	204
Tensile Strength #3 - #8 Bar (ASTM A615/A706)	81
Tensile Strength #9 - #11 Bar (ASTM A615/A706)	99
Tensile Strength #14 - #18 Bar (ASTM A615)	<i>Quote</i>
Tensile Strength - Mechanical Splices #9 and Smaller (Cal 670)	204
Tensile Strength - Mechanical Splices #10 to #14 (Cal 670)	275
Tensile Strength - Mechanical Splices #18 (Cal 670)	<i>Quote</i>
Tensile Strength, Structural Steel (ASTM A370)	133

Miscellaneous

Fire Proofing Density Test (ASTM E605)	\$76
Fiber Reinforced Polymer, Tensile (ASTM D3039)	572
Rebound Hammer Calibration	44
Material Preparation	44/hr
Relative Humidity Test (ASTM F2170)	44/kit
Concrete Vapor Emission Kits (ASTM F1869)	40/kit
Test Chamber and Water Spray Rack (ASTM E1105)	303/hour
Miscellaneous Charges	Various
Default Expense	Various

Celebrating more than 50 Years in Southern California

Fee Schedule 2016 through end of contract

SubSurface Surveys & Associates, Inc.

2075 Corte Del Nogal, Suite W | Carlsbad, California 92011

Office: (760) 476-0492

Fax: (760) 476-0493

Description	Billing Unit	Amount ¹
Basic Geophysical Surveying* (Cost of Crew)	Hourly	\$ 308.00
Advanced Geophysical Surveying** (Cost of Crew)	Hourly	\$ 357.50
Vibration/Blast Monitoring (Cost of Crew)	Hourly	\$ 132.00
Rebar/Post-Tension Delineation (Cost of Crew)	Hourly	\$ 231.00
*Basic geophysical surveying includes: borehole clearance, utility locating, abandoned oil well and UST detection and locating, Ground Penetrating Radar, Electro-Magnetic, Magnetic and VLF surveys, soil resistivity surveys using the Wenner four electrode array.		
**Advanced geophysical surveying includes: seismic surveys (refraction and reflection, surface, down-hole, and cross-hole), Electrical Resistivity Imaging Surveys using the STING.		
Other Direct Costs		
Description	Billing Unit	Amount
Weekend, Nighttime ²	Lump Sum	25% Increase
Overtime ³	Lump Sum	25% Increase
Presite Visits	Hourly	\$ 66.00
Seismic Tomography Processing	Per Line	\$ 110.00
Per Diem (only charged on out of town projects)	Night	\$ 154.00
Service Area Mobilization (Basic Geophysical Surveying) ⁴	Daily	\$ 308.00
Service Area Mobilization (Advanced Geophysical Surveying) ⁴	Daily	\$ 440.00
Service Area Mobilization (Blast/Vibration Monitoring) ⁴	Daily	\$ 264.00
Service Area Mobilization (Rebar/Post-Tension Surveying) ⁴	Daily	\$ 264.00
Out of Service Area Mobilization ⁵ (Basic Geophysical Surveying)	Hourly (one way)	\$ 165.00
Out of Service Area Mobilization ⁵ (Advanced Geophysical Surveying)	Hourly (one way)	\$ 247.50
Out of Service Area Mobilization ⁵ (Blast/Vibration Monitoring)	Hourly (one way)	\$ 132.00
Out of Service Area Mobilization ⁵ (Rebar/Post-Tension Surveying)	Hourly (one way)	\$ 132.00
Footnotes		
¹ All costs are a turnkey rate, including a professional report with appropriate graphics		
² Nighttime rates will be applied to all field hours and mobilization rates during the times of 6:00pm to 6:00am.		
³ Overtime rates will be applied to all field hours in excess of 8 field hours worked in any one day.		
⁴ Mobilization to project sites located within 2 hours of Carlsbad, CA		
⁵ Mobilization to "Out of Service Area" projects sites located more than 2 hours from our office location.		



TRI-COUNTY DRILLING, INC.

9631 CANDIDA STREET, SAN DIEGO, CA 92126 LICENSE#547737
PH: (858) 271-0099 FAX: (858) 271-0233

2016 FEE SCHEDULE Prevailing Wage/Davis Bacon Wage Rates 2 Man Crew

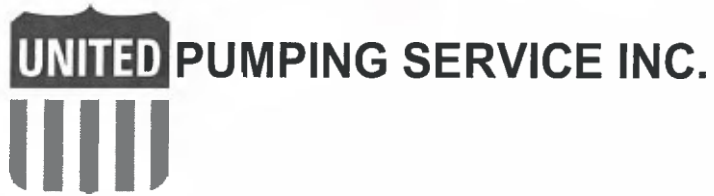
Description- All Drill rig charges are portal to portal	Unit Price
Canterra 450/Drilltech T25 KW Air Percussion/Air Rotary*	\$544.50/Hour
Canterra 450: Mud Rotary*	\$544.50/Hour
Canterra 450 Auger*	\$500.50/Hour
CME 75 High Torque Auger/Air/Mud Rotary/Coring*	\$412.50/Hour
Mobile B-24 Limited Access Rig Auger/Air Percussion*	\$321.20/Hour
SIMCO 4000 Auger/Direct Push/Air Percussion/Mud Rotary/Coring*	\$401.50/Hour
Diedrich D-120 All Terrain High Torque ATV Rig/Auger/Air Percussion/Mud*	\$478.50/Hour
Diedrich D-120 High Torque Rig/Auger/Air Percussion/Mud Rotary/Coring*	\$440.00/Hour
Horizontal Drilling Rig*	\$459.80/Hour
All Terrain Rubber Track Mounted Rig/Auger/Air Percussion/Mud Rotary*	\$427.90/Hour
Helicopter Portable Drilling Rig	\$466.40/Hour
Additional Crew Member (3 rd Man)	\$103.40/Hour
Crew travel without drill rig (long term out of town jobs)	\$165.00/Hour
Water Truck (without driver)	\$363.00/Day
Smeal 5T Development Rig* with one man	\$297.00/Hour
Service Truck/Flatbed with Liftgate	\$220.00/Day
Solids Control System (for mud rotary drilling)	\$605.00/Day
ASV-RC100 Multi-Terrain Track Loader or Bobcat – Move On/Move Off -San Diego County	\$459.80/Each
ASV-RC100 Multi-Terrain Track Loader or Bobcat– Move On/Move Off-Los Angeles County	\$825.00/Each
Bobcat Rental with Operator and digging bucket (3-hour minimum)	\$258.50/Hour
Bobcat Rental & digging bucket without Operator	\$302.50/Day
ASV-RC100 Rental with Operator and digging bucket (4-hour minimum)	\$272.80/Hour
ASV-RC100 Rental & digging bucket without operator	\$508.20/Day
ASV-RC100 or Bobcat Attachments: Backhoe, Brush Cutter, Forklift	\$236.50/Day
Continuous Sampler (5' barrel)	\$236.50/Day
Steam Cleaner or Pressure Washer	\$242.00/Day
Submersible Pump (2" or 4") up to 75 gpm (Other pump up to 400 gpm – P.O.R.)	\$217.80/Day
HQ Wireline or NX Rock Coring System – 5' Barrel (does not include bit charge)	\$254.10/Day
Grout Mixing & Pumping Unit	\$229.90/Day
HSA Bit Rebuild	\$357.50/Each
Generator (up to 5 kw)	\$115.50/Day
Upgrade to Level "C"	\$157.30/Man/Day
Air Compressor Rental – (375 cfm)	\$756.80/Day



TRI-COUNTY DRILLING, INC.

9631 CANDIDA STREET, SAN DIEGO, CA 92126 LICENSE#547737
PH: (858) 271-0099 FAX: (858) 271-0233

Air Compressor Rental – (750 cfm)	\$950.40/Day
Concrete Cores, 6", 8" and 11" diameter, up to 8" deep	\$423.50/Each
Concrete Sawcut, 3' x 3' x 4" deep	\$471.90/Each
Air Percussion Bits – Up to 6" Diameter	\$5.50/Ft.
Air Percussion Bits – Up to 8"-10" Diameter	\$7.70/Ft.
Drill Teeth (Bullet)	\$22.00/Each
Per Diem (hotel + meals) Per man	\$192.50/Day
Overtime, Weekend & Holiday Surcharge 2 man crew (overtime charged on all hrs over 8/day)	\$108.90/Hour
Steam Cleaning @ yard	\$133.10/Hour
DWR Reporting	\$84.70/Hour
Install monument style cover and bollards	\$770.00/Each
Bentonite grout	\$30.80/Sack
Bentonite chips	\$30.80/Sack
DOT Drums	\$71.50/Each
Shelby tubes	\$22.00/Each
Polymer	\$88.00/Pail
Rig or Crew Standby	\$220.00/Hour
HWT Casing Advance System	\$275.00/Day
Level C PPE- per crew member	\$55.00/Day
Other materials will be billed at cost	
Subcontractor Services- Billed at cost	
Cancellation Fee (Cancellation occurring less than 48 hours prior to drill date)	6-Hour Minimum



RATE SCHEDULE

BURNS & MCDONNELL

for

County of LA, As-Needed ESA Remediation & Compliance Services

RATES

OPERATED EQUIPMENT – INCLUDES OPERATOR

ITEM

NO.

EQUIPMENT

RATE

***** NOTE: Overtime = Rate Plus \$22.00/hr Holiday = Rate Plus \$55.00/hr *****

101	Vacuum Truck, 50 BBLS Mild Steel	\$ 89.00
102	Vacuum Truck, 50 BBLS Stainless Steel	\$ 91.00
103	Vacuum Truck, 120 BBLS Mild Steel	\$ 91.00
104	Vacuum Truck, 120 BBLS Stainless Steel	\$ 98.00
114	Vacuum Truck, 120 BBLS Fiberglass Lined	\$127.00
107	Vacuum Truck, 142 BBLS 3-Compartment Stainless Steel	\$130.00
119	Water Truck	\$ 89.00
108	45' Enclosed Van	\$ 91.00
109	48' Drop Deck	\$ 91.00
110	End Dump Truck	\$ 99.00
131	Dump Truck 2-Axle	\$ 87.00
111	Roll-off Truck	\$ 91.00
112	Roll-off Truck & Trailer (Tandem)	\$ 98.00
115	Vactor/Guzzler	\$165.00
161	Vactor/Guzzler-High Rail	\$179.00
117	Combo Vactor/Jetter Truck	\$187.00
124	Vactron	\$ 94.00
112B	Tractor for Spill Response Trailer (mobilization & demobilization)	\$ 86.00

OPERATED EQUIPMENT – INCLUDES OPERATOR, CONTD.**ITEM****NO.****EQUIPMENT****RATE******* *NOTE: Overtime = Rate Plus \$22.00/hr Holiday = Rate Plus \$55.00/hr* *****

495	Mini-Me	\$ 91.00
125	Cushion Truck	\$113.00
116	Backhoe/Cat 950 Loader Transport	\$124.00
717	Fuel/Insurance Surcharge	20% of Transportation
604	Overnight Demurrage on Vacuum Tanker	\$275.00/day
604A	Overnight Demurrage on End Dump or Dry Van	\$ 55.00/day

NOTES:

- **Prevailing Wage Surcharge** **\$ 44.00/hr**
When Prevailing Wage Rates or Davis Bacon Wage Rates apply
- Fuel Surcharge/Insurance
- **Overtime:** Applies to vehicles listed above during any period worked in excess of 8 hours per day Monday through Friday and from Friday Midnight through Sunday Midnight
- On nationally recognized holidays there will be an additional charge of \$50.00 per man hour
- All charges are computed on a portal to portal basis from our City of Industry Terminal.
- A four hour minimum applies to all equipment and personnel called out.

UNOPERATED EQUIPMENT – OPERATOR BILLED SEPARATELY**ITEM****NO.****EQUIPMENT****RATES**

TRAFFIC CONTROL EQUIPMENT

127	Arrow Board	\$ 66.00/day
128	Traffic Cones	\$ 1.10/day/ea
129	Traffic Signs	\$ 6.60/day/ea

PERSONNEL/EMERGENCY RESPONSE UNITS

152	Pick-up Truck	\$ 22.00/hr
153	Utility Truck (E.R.)	\$ 44.00/hr
154	Company Auto	\$ 20.00/hr
155	Stakebed Truck W/Liftgate	\$ 39.00/hr
155B	Stakebed Truck W/Liftgate (40 Mile Radius)	\$ 275.00/day
157	Biowaste Trailer	\$ 220.00/day
120A	50' Incident Response Trailer	\$ 990.00/day
120B	36' Incident Command Center Trailer	\$ 880.00/day

LOADING/EXCAVATING EQUIPMENT

201	950 Loader	\$ 138.00/hr
202	446 Backhoe	\$ 83.00/hr
203	Backhoe Breaker or Compactor Attachment	\$ 468.00/day/ea
197	Excavator (Cat 330)	\$ 160.00/hr
268	Mini Excavator with Trailer	\$ 72.00/hr
204	Bobcat Loader with Trailer	\$ 61.00/hr
205	Bobcat Loader Auger Attachment	\$ 138.00/day

UNOPERATED EQUIPMENT – OPERATOR BILLED SEPARATELY, CONTD.**ITEM****NO.****EQUIPMENT****RATES**

206	Bobcat Loader Sweeper Attachment	\$ 138.00/day
207	Bobcat Loader Backhoe Attachment	\$ 193.00/day
198	Bobcat Loader Grapppler Attachment	\$ 138.00/day
208	Bobcat Loader Breaker Attachment	\$ 220.00/day
211	Shovel, push broom, squeegee, or scraper	\$ 5.50/day
225	Wheelbarrow	\$ 14.00/day

CORING/SAMPLING EQUIPMENT

264	Concrete Coring Machine (6" max. dia.)	\$165.00/day
265	Hand Auger Kit (excluding brass sleeves)	\$ 165.00/day
266	Brass Sample Sleeve	\$ 5.50/ea.

PERSONNEL**ITEM****NO.****STAFF POSITION****RATE**

***** **NOTE: Overtime = Rate Plus \$18.00/hr Doubletime = Rate Plus \$35.00/hr** *****

300	Environmental Safety Coordinator	\$ 83.00
301	Supervisor	\$ 70.00
3011	Equipment Operator	\$ 70.00
302	Technician	\$ 54.00
304	Administrative Clerk	\$ 46.00
305	Industrial Hygienist	\$228.00
306	Project Manager	\$ 83.00
520A	Osha Required Confined Space Rescue Trained Specialist	\$ 107.00
520	Confined Space Gear	\$385.00/per/crew

NOTES:

- Prevailing Wage Surcharge** **\$ 44.00/hr**
 When Prevailing Wage Rates or Davis Bacon Wage Rates apply
- Straight Time:** The first 8 hours worked between 7:00 a.m. and 5:00 p.m., Monday through Friday.
- Overtime:** Any period worked more than 8 hours and less than 12 hours between 7:00 a.m. and 5:00 p.m. Monday through Friday; any period prior to 7:00 a.m. or after 5:00 p.m. Monday through Friday; and the first 12 hours worked on a Saturday.
- Double Time:** Any period worked in excess of 12 hours Monday through Saturday and all of Sunday.
- All charges are computed on a portal to portal basis from our City of Industry Terminal.
- A four hour minimum applies to all equipment and personnel called out.

UNOPERATED EQUIPMENT – MISCELLANEOUS

ITEM NO.	EQUIPMENT	RATES
213	Forklift (4000 thru 6000 lbs. capacity) with Trailer	\$ 325.00/day
217	110-150 CFM Air Compressor	\$ 176.00/day
217B	375 CFM Air Compressor	\$ 275.00/day
255	9.2 CFM Air Compressor	\$ 154.00/day
218	Extension Ladder 28'	\$ 86.00/day
219	Folding Ladder 32'	\$ 72.00/day
220	Folding Ladder 8'	\$ 39.00/day
256	Plasma Cutter	\$ 193.00/day
221	Cutting Torch	\$ 165.00/day
222	Chain Saw (16")	\$ 77.00/day
226	Miscellaneous Tools (ropes, buckets, wrenches)	\$ 44.00/day
228	Concrete Saw (includes 1-blade)	\$ 132.00/day
228A	Concrete Saw Additional Blade	\$ 50.00/ea
267	Gas Cut Off Saw	\$ 110.00/day
267A	Gas Cut Off Saw Additional Blades	\$ 50.00/ea
229	Hydraulic Drum Turner	\$ 275.00/day
230	Gasoline Soil Tamper	\$ 50.00/day
231	Jack Hammer (electric)	\$ 110.00/day
232	Jack Hammer (air activated)	\$ 88.00/day
233	Rivet Buster/Chipper (includes 1 bit)	\$ 77.00/day
234	Rivet Buster/Chipper Extra Bits	\$ 17.00/ea
235	Rotary Hammer	\$ 88.00/day
240	Hazcat Test	\$ 61.00/test

UNOPERATED EQUIPMENT – MISCELLANEOUS, CONTD.

ITEM NO.	EQUIPMENT	RATES
241	Hazcat Kit	\$193.00/day
236	Roll-About Tool Box (includes assorted tools)	\$ 275.00/day
237	Sawzall/Skill Saw	\$ 55.00/day
237A	Sawzall/Skill Saw Extra Blade	\$ 15.00/ea
210	10 K Generator	\$ 99.00/day
243	3.6 K Generator	\$ 83.00/day
245	3 Inch Trash Pump	\$ 99.00/day
246	Wilden M Series Diaphragm Pump	\$ 110.00/day
248	1 ½" Submersible Pump	\$ 83.00/day
842	Disposable Hand Pump	\$ 59.00/each
260	Bypass Plug 1 ½"-4"	\$ 121.00/week
261	Bypass Plug 4 ½"-12"	\$ 154.00/week
262	Bypass Plug 13"-24"	\$ 330.00/week
263	Bypass Plug 25"-40"	\$ 583.00/week
839A	Magnetic Patch- Small	\$ 550.00/day
839B	Magnetic Patch- Large	\$1,100.00/day
250	Auxiliary Lighting – Excluding Power Source	\$ 83.00/day/ea
251	Portable Light Plant	\$ 176.00/day
257	Fire Hose 50'x 2 ½"	\$ 33.00/day
258	Discharge Hose 25'x 3"	\$ 44.00/day

UNOPERATED CLEANING EQUIPMENT**ITEM****NO.****EQUIPMENT****RATES**

489	Jetter Unit, Towable (4000 psi)	\$ 77.00/hr
488	Hydrotech High Pressure Wash Unit	\$ 61.00/hr
488A	Hydro-Dig Attachment	\$ 220.00/day
402	Steam Cleaner	\$ 39.00/hr
411	Pressure Washer- Hot Water (3600 psi)	\$ 193.00/day
209	Pressure Washer (2500 – 3000 psi)	\$ 193.00/day
403	Mercury Vacuum (Hepa Vac)	\$ 165.00/day
412	Wet Dry Vacuum – 16 gal	\$ 39.00/day
413	Dustless Bead Blaster, Walk Behind (media not included)	\$ 83.00/hr
414	Hard Boom	\$ 6.60/ft/day

ITEM NO.	UNOPERATED SAFETY EQUIPMENT EQUIPMENT	RATES
500	Bottled Air, 300 cu. ft. Cylinder	\$ 99.00/day
501	Self-Contained 60 Minute Scott Air Pack	\$ 132.00/day
502	Extra 60 Minute Scott Air Cylinder	\$ 66.00/day
505	300 Cubic Feet or 60 Minute Cylinder Recharge	\$ 94.00/ea
507	Hazardous/Acid Suit (Level A)	\$ 248.00/day
508	Hazardous Suit (Level B)	\$ 94.00/day
509	Positive Pressure Mask W/Egress & Air Line	\$ 61.00/day
409	Tripod Manlift	\$ 50.00/day
510	Lifeline & Safety Harness	\$ 55.00/day
404	Air Gas Monitor	\$ 99.00/day
511	Dual Cartridge Half-Face Respirator	\$ 22.00/day
512	Dual Cartridge Full-Face Respirator	\$ 39.00/ea
837	Respirator Cartridge	\$ 22.00/ea
408	Air Blower (Electric)	\$ 39.00/day
415	Venturi Air Blower (air compressor not included)	\$ 154.00/day
405	Draeger Tester Pump	\$ 33.00/day
407	Draeger Test Tubes	\$ 17.00/ea
520D	Pre & Post Lead Exposure Blood Test	\$ 83.00/ea

ITEM NO.	RENTAL EQUIPMENT	RATES
600	Roll-off Bin Rental, 10-15 Yard Bins	\$ 8.80/day
600A	Dewatering Bin Rental	\$ 28.00/day
601	Roll-off Bin Rental, 20-40 Yard Bins	\$ 13.00/day
857	Roll-off Bin Liner: Plastic	\$ 33.00/ea
868	Bin Dewater Liner: Fabric (130 micron)	\$ 248.00/ea
606	Portable Black Iron Tank Rental, Skid Mounted (7500 – 10000 gal)	\$ 22.00/day
603	Roll-off Bin Delivery (40 mile radius)	\$ 275.00/ea
604	Overnight Demurrage on Vacuum Tanker	\$ 330.00/day
604A	Overnight Demurrage on End Dump or Dry Van	\$ 110.00/day
605	Ramp Rental	\$ 22.00/pair/day
605A	Towable Ramp Rental	\$ 110.00/day

DISPOSAL CHARGES

700	Disposal Fee	Cost Plus 0%
701	Disposal Service Charge	Cost Plus 20%
702	Washout Fee, Hazardous Waste	\$ 220.00/ea
702A	Washout Fee, Non-Hazardous Waste	\$ 149.00/ea
702B	Facility Washout Fee	Cost Plus 20%

LABORATORY CHARGES

859	Laboratory Analysis	Cost Plus 20%
703	U.P.S profile charge (Administrative)	\$ 66.00/ea

ITEM NO.	CONSUMMABLES	RATES
798	Cement – Regular (90 lb. bag)	\$ 14.00/ea
799	Cement – Ready Mix (60 lb. bag)	\$ 8.80/ea
801	Rubber Gloves	\$ 7.00/pair
846	Gloves – Viton (for PCBs)	\$ 99.00/pair
800	Disposable Tyvek Suit	\$ 13.00/ea
827	Disposable Tyvek Suit (Poly)	\$ 20.00/ea
849	Sigel Suit (Acid Suit)	\$ 66.00/day
848	Rain Gear – Heavyweight	\$ 24.00/ea
851	P.P.E. (gloves, tyvek, and respirator)	\$ 55.00/day/person
803	Absorbent (Superfine)	\$ 11.00/bag
805	Sorbent Pads	\$ 110.00/bale
806	Sorbent Booms (3" or 4" diameter)	\$ 220.00/bale
808	95-gallon Overpack Poly Drum (new)	\$ 286.00/ea
808A	95-gallon Overpack Poly Drum (reconditioned)	\$ 176.00/ea
809	85-gallon Overpack Drum (reconditioned)	\$ 138.00/ea
814	55-gallon D.O.T. Poly Drum Open Top (new)	\$ 77.00/ea
810	55-gallon D.O.T. Poly Drum Open Top (reconditioned)	\$ 55.00/ea
811	55-gallon D.O.T. Poly Drum Closed Top (reconditioned)	\$ 50.00/ea
819	30-gallon D.O.T. Poly Drum Open Top (new)	\$ 72.00/ea
812	30-gallon D.O.T. Poly Drum Open Top (reconditioned)	\$ 58.00/ea
818	15-gallon Poly Drum	\$ 39.00/ea
807	85-gallon Overpack Steel Drum (reconditioned)	\$ 138.00/ea

ITEM NO.	CONSUMMABLES, CONTD.	RATES
802	275-gallon D.O.T. Poly Tote	\$ 303.00/ea
813	55-gallon D.O.T. Steel Drum (reconditioned)	\$ 51.00/ea
820	55-gallon D.O.T. Fiber Drum (reconditioned)	\$ 55.00/ea
820A	55-gallon D.O.T. Fiber Drum (new)	\$ 83.00/ea
815	30-gallon D.O.T. Fiber Drum	\$ 77.00/ea
816	20-gallon D.O.T. Fiber Drum	\$ 55.00/ea
817	5-gallon D.O.T. Pail (with snap/screw lid)	\$ 28.00/ea
853	Super Sack	\$ 72.00/ea
855	Cubic Yard Box With pallet	\$ 154.00/ea
821	Soda Ash	\$ 2.20/lb
822	Citric Acid	\$ 5.50/lb
824	Caustic Soda (flake)	\$ 2.50/lb
829	Caustic Soda (bead)	\$ 8.25/lb
825	Vermiculite	\$ 55.00/bag
826	Sample Tubes (glass)	\$ 5.00/ea
831	Harris Caution Tape	\$ 39.00/roll
832	Duct Tape	\$ 13.00/roll
833	Plastic Sheeting	\$ 75.00/roll
834	Plastic Bags (heavy duty)	\$ 1.10/ea
835	55-gallon Drum Liner	\$ 5.50/ea
836	20" Stretch Film (shrink wrap)	\$ 77.00/roll
837	Respirator Cartridge	\$ 22.00/ea

ITEM NO.	CONSUMMABLES, CONTD.	RATES
838	Hazardous Waste Labels	\$ 1.00/ea
839	Patch Kit	\$ 44.00/ea
840	Sample Jar	\$ 6.60/ea
841	Rags (box)	\$ 61.00/box
841A	Rags (half box)	\$ 33.00/ ½ box
843	Subsistence: No Layover (8 hr. period)	\$ 13.00/meal/man
844	Subsistence: With Layover	\$ 143.00/man
845	Portable Eyewash	\$ 28.00/day
856	Chlor-D-Tects	\$ 34.00/ea
857	Roll Off Bin Liner: Plastic	\$ 33.00/ea
858	Hudson Sprayer	\$ 41.00/ea
868	Bin Dewater Liners: Fabric (130 micron)	\$ 248.00/ea
863	Kleen Green / Simple Green	\$ 13.00/gal
865	Sand Bag	\$ 4.40/ea
866	Disposable Flex Hose – 6"	\$ 2.50/ft
867	Disposable Flex Hose – 4"	\$ 1.65/ft
439	Neozyme	\$ 61.00/gal
876	Gold Crew	\$ 61.00/gal

ITEM NO.	OUTSIDE SERVICES OR EQUIPMENT RENTAL	RATES
871	Outside Services or Equipment Rental	will not apply to this contract

Yellow Jacket Drilling

Assumed all work subject to prevailing wages.

Included a 3 man crew for 10 hours per day onsite and any per diem/travel necessary.

Item	Cost	Unit
Air rotary	7700	\$/day
Mud rotary	7700	\$/day
Sonic (Truck or Track)	7700	\$/day
Hollow Stem Auger (Truck or LAR)	5830	\$/day
L-12-T (Direct Push)	3960	\$/day
Well development *	3630	\$/day

* assume max well diameter of 6"

RECON Labor and Equipment Rates 2016	Hourly Rate
Program Manager, Straight Time, Remediation	\$ 166.88
Senior Project Manager, Straight Time, Remediation	\$ 145.41
Senior H And S Manager, Straight Time, Remediation	\$ 115.02
Construction Manager, Straight Time, Remediation	\$ 104.09
Project Manager, Straight Time, Remediation	\$ 92.06
Field Engineer, Straight Time, Remediation	\$ 76.40
Superintendent, Straight Time, Remediation	\$ 80.83
Industrial Hygienist, Site Safety Officer, Straight Time, Remediation	\$ 75.67
Drafter, Straight Time, Remediation	\$ 45.11
General Foreman, Straight Time, Remediation	\$ 58.96
Foreman, Straight Time, Remediation	\$ 50.91
Equipment Operator I, Straight Time, Remediation	\$ 41.94
Equipment Operator II, Straight Time, Remediation	\$ 51.57
Equipment Operator III, Straight Time, Remediation	\$ 55.00
Laborer I, Straight Time, Remediation	\$ 29.15
Laborer II, Straight Time, Remediation	\$ 32.32
Laborer III, Straight Time, Remediation	\$ 35.75
Project Support, Straight Time, Remediation	\$ 39.59
Field Safety Technician, Straight Time, Remediation	\$ 60.35
Excavator, Diesel Hydraulic, Crawler Mounted, 24.1 To 28 Megaton, 1.4 To 2 Cubic Yard, 200 Class, Remediation	\$ 86.13
Excavator, Diesel Hydraulic, Crawler Mounted, 33.1 To 40 Megaton, 1.5 To 2.5 Cubic Yard, 300 Class, Remediation	\$ 101.08
Excavator, Diesel Hydraulic, Crawler Mounted, 40.1 To 50 Megaton, 1.75 To 2.9 Cubic Yard, 400 Class, Remediation	\$ 159.05
Grader, Articulated Frame, 16 Ft Blade, 170 To 199 Horse Power, Remediation	\$ 96.09
Dozer, Crawler, D5 Class, 140 Horse Power, Remediation	\$ 85.09
Dozer, Crawler, D6 Class, 200 Horse Power, Remediation	\$ 101.51
Wheel Loader, 3-4 CY, Remediation	\$ 68.18
Wheel Loader, 4-5 CY, Remediation	\$ 92.54
Rear Dump Truck, Off Highway, 25 Ton Capacity, Remediation	\$ 97.99
Site Vehicle Truck, Pickup, 3/4 Ton, 4WD, Remediation	\$ 11.39
Water Truck, 4000 Gal, Over The Road, Remediation	\$ 58.69
Water Truck, 2000 Gal, Over The Road, Remediation	\$ 25.47
Rear Dump Truck, Off Highway, 30 Ton Capacity, Remediation	\$ 114.60

RECON Labor and Equipment Rates 2016	Hourly Rate
Rear Dump Truck, Off Highway, 40 Ton Capacity, Remediation	\$ 142.29
All Terrain Vehicle, 4 X 4 Jobsite Cart, Remediation	\$ 8.20
Backhoe, 16 Ft To Under 17 Ft, 80 To 99 Horse Power, Remediation	\$ 25.31
Backhoe, 17 Ft And Over, 100 Horse Power And Over, Remediation	\$ 45.52
Backhoe With Hydraulic Hammer, 1200 Ft Lb, Remediation	\$ 63.87
Jumping Jack Or Vibratory Plate, Remediation	\$ 4.87
Storage Container, 20 X 8 X 8, Remediation	\$ 5.31
Excavator, Diesel Hydraulic, Crawler Mounted, 100 Class, 19.1 To 21 Megaton, 1 To 1.4 Cubic Yard, Remediation	\$ 63.98
Mini Excavator, Diesel Hydraulic, Crawler Mounted, Less Than 3 Megaton, Remediation	\$ 38.07
Excavator With Shear, 28.1 To 33 Megaton, Remediation	\$ 326.90
Excavator With Breaker, 1500 Lb Hammer, 21.1 To 28 Megaton, Remediation	\$ 161.98
Excavator With Breaker, 5000 Lb Hammer, 21.1 To 28 Megaton, Remediation	\$ 194.63
Excavator With Thumb, 200 Class, Remediation	\$ 119.90
Forklift, 10 Ton, 120 Horse Power, Diesel Constr/Hi-Reach, Remediation	\$ 37.17
Generator, Gas, 1.5 To 3 Kw, Small, Remediation	\$ 3.80
Generator, Diesel, 50 Kw, Large, Remediation	\$ 16.13
Grader, Articulated Frame, 12 Ft Blade, 130 To 144 Horse Power, Remediation	\$ 73.47
Grader, Articulated Frame, 14 Ft Blade, 145 To 169 Horse Power, Remediation	\$ 89.21
Strawblower, 30 To 40 Horse Power, Remediation	\$ 14.63
Pressure Washer, 3000 To 3999 PSI, Remediation	\$ 11.33
Roller, Vibratory Self Propelled Smooth Or Pad Drum/5 Ton Class, Remediation	\$ 26.85
Roller, Vibratory Self Propelled Smooth Or Pad Drum/8 Ton Class, Remediation	\$ 97.44
Roller, Vibratory Self Propelled Smooth Or Pad Drum/11 Ton Class, Remediation	\$ 115.93
Dozer, Crawler, D4 Class, 105 Horse Power, Remediation	\$ 72.52
Dozer, Crawler, D8 Class, 200 Horse Power, Remediation	\$ 176.37
Wheel Loader, 1-3 CY, Diesel, Remediation	\$ 52.62
Skid Steer, With Bucket, Remediation	\$ 14.31
Tractor, Wheel, 75 Horse Power To 150 Horse Power, 4WD, 98 Horse Power With 15 Ft Mower, TL100, Remediation	\$ 100.21
All Terrain Water Truck, 5000 Gal, Remediation	\$ 125.06
All Terrain Water Truck, 8000 Gal, Remediation	\$ 152.35
Water Storage Tank, 10000 To 20000 Gal Frac Tank, Remediation	\$ 14.40
Pump, 2 In, Trash Hose And Fittings Not Included, Remediation	\$ 5.40
Pump, 4 In, Trash Hose And Fittings Not Included, Remediation	\$ 17.28

RECON Labor and Equipment Rates 2016		Hourly Rate
Pump, 6 In, Hose And Fittings Not Included, Remediation		\$ 20.86
Photo Ionization Detector, Includes Calibration Gas, Remediation		\$ 14.45
Gas Meter, Includes Cal Gas, Remediation		\$ 11.98
Box Or Flat Bed Trailer For Tools, 8 X 14, Remediation		\$ 4.76
Pipe Cold Tap Tool Set, Remediation		\$ 9.89

Note:

Labor rates do not include per diem. Equipment rates do not include fuel. Fuel and subcontractors travel and per diem will be billed at cost